

TALLYN’S REACH AUTHORITY
www.TallynsReachMetroDistrict.com

NOTICE OF REGULAR MEETING AND AGENDA

DATE: September 20, 2022
TIME: 6:00 p.m.
LOCATION: Tallyn’s Reach Clubhouse
24900 E. Park Crescent Dr.
Aurora, CO 80016

AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.

ACCESS: You can attend the meeting in any of the following ways:

- 1. To attend via Microsoft Teams Videoconference use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzBIY2FhMDQtOTM5NC00MGI2LTkyNTYtNmNmYjhhNmRlNzZh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

- 2. To attend via telephone, dial 1-720-547-5281 and enter the following additional information:

Phone Conference ID: 727 528 089#

AUTHORITY: Board of Directors	Office	Term Expires
David Patterson	President	May 2023
BJ Pell	Vice Pres. / Assistant Secretary	May 2025
Harry Yosten	Treasurer	May 2025
Mike Dell’Orfano	Assistant Secretary	May 2025
Brian Crandall	Assistant Secretary	May 2023

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.

- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public comment.

Members of the public may express their views to the Board on matters that affect the Authority that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.

II. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, if desired. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

- A. Approval of Minutes of the Joint Special Meeting on July 19, 2022 (enclosure).
- B. Ratify approval of Agreement with Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, P.C. for legal services relating to oil and gas matters (enclosure).
- C. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for pruning large native cottonwood tree in the amount of \$3,000.00 (enclosure).
- D. Review and consider approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for brown cobble in the amount of \$5,435.38 (enclosure).
- E. Review and consider approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for City owned landscape maintenance program (enclosure).

III. LOCAL CRIME REPORT (Aurora District 3 Police Department)

IV. LEGAL MATTERS

- A. Discuss and consider approval of Oil and Gas Lease with Axis Exploration LLC (to be distributed).
- B. Discuss and consider approval of agreement with Cherry Creek School District (to be distributed).
- C. Consider approval of deed conveying parcel of property from District No. 1 to the Authority (to be distributed).
- D. Discuss swim team agreement by and between the YMCA and Tallyn's Reach Tiger Sharks Swim Team (to be distributed).
- E. Discuss letter to the City of Aurora regarding maintenance obligations.

- F. Provide update on election matters.

V. FINANCIAL MATTERS

- A. Review and consider approval of claims (enclosure).
- B. Review and consider approval of unaudited financial statements as of July 31, 2022, and schedule of cash position updated as of September 8, 2022 (enclosure).

VI. MANAGER MATTERS

- A. Pool updates.
 - a. Discuss Tiger Shark Swim Team 2023 – Saturday schedule.
- B. Consider approval of Service and Equipment Agreement with SOS Technologies for oxygen inhalator rental and training (enclosure).
- C. IMEG update and consider approval of a new proposal for a retaining wall along Aurora Parkway.
- D. Discuss wood post sign (replacing metal signs).
- E. Review and consider approval of 2022-2023 snow removal contract with Brightview Landscape, Inc. (enclosure).
- F. Receive Report and Recommendations of the Landscape Committee (enclosure).

VII. OTHER MATTERS

- A. **Authority:** Confirm quorum for next regular Board meeting – November 15, 2022 at 6:00 p.m.

VIII. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for November 15, 2022 at 6:00 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A JOINT MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY AND
TALLYN'S REACH METROPOLITAN DISTRICT NOS. 2 AND 3
HELD
JULY 19, 2022

A joint meeting of the Boards of Directors of the Tallyn's Reach Authority, and the Tallyn's Reach Metropolitan District Nos. 2 and 3 (referred to hereafter as the "Board" and/or "Boards") was convened on Tuesday, July 19, 2022, at 6:00 p.m. This joint meeting was held at the Tallyn's Reach Clubhouse, 24900 E. Park Crescent Drive, Aurora, Colorado 80016 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

David Patterson, President, attending in person
BJ Pell, Vice-President/Assistant Secretary
Harry Yosten, Treasurer, attending in person
Mike Dell'Orfano, Assistant Secretary, attending in person
Brian Crandall, Assistant Secretary

Directors in Attendance for MD 2:

BJ Pell, President
William Barcus, Vice President/Treasurer
Brian Baisch, Secretary

Directors in Attendance for MD 3:

Mike Dell'Orfano, President, attending in person
Harry Yosten, Vice President/Treasurer, attending in person
David Patterson, Secretary, attending in person
Julie Huygen, Assistant Secretary
Brian Crandall, Assistant Secretary

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Celeste Terrell, Nic Carlson, Shelby Clymer and Terri Boroviak;
CliftonLarsonAllen LLP ("CLA")
Angela Casias and Revecca Balancier; Axiom of Purpose
Taylor Goertz; IMEG Corp.
Isabell Rodau and Kimberly Armitage; YMCA

Public in Attendance Were:

20 homeowners were in attendance in person;
24 homeowners were in attendance virtually.

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 6:01 p.m.

RECORD OF PROCEEDINGS

Agenda: Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards approved the Agenda, as amended to move the engineering updates (Item V.A.) for discussion prior to Financial Matters.

Disclosures of Potential Conflicts of Interest: Attorney Dickhoner advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Attorney Dickhoner inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain quorums or to otherwise enable the Boards to act.

Quorum: A quorum was confirmed for each Board for the meeting, the meeting location and posting of meeting notice.

Public Comment:

Julie Andersen, President of the Tiger Sharks Swim Time, addressed the Board and stated her concern over the Board not allowing the swim team to use the pool on Saturdays. She asked the Board to consider allowing use of the pool for 2 or 3 Saturdays in 2023 (preferably 3). The Board suggested that the swim team topic be discussed before March 2023.

The following residents voiced their support of the Tiger Sharks Swim Team: Julie Andersen, Claire Andersen, Jamie Davidson, Shannon Hayes, Dan Summer, Andre Scott, Bart Williams, Linda Wiggs, TenEyck LaTourette, Ryan Anderson, Melissa Montgomery, Dan Shaw, Joana, Sarabeth Howard, Sandy, Beckley, Toni Hume, Drew Beckley and Clara Lin.

Heidi Hendrick expressed her concern over landscaping and the dead grass by the school.

Drew Beckley inquired about the emails received from Purple Land Management. The Board noted that this is an item on the agenda to be discussed.

Shannon Hayes noted her concern over the trail area not being maintained properly. Director Yost explained in detail the maintenance plan for native areas as recommended by Ark Ecological which includes not mowing the native areas. Weed management is currently under way and re-vegetation and re-seeding will take place next years.

Linda Wiggs discussed the condition of Tract E.

RECORD OF PROCEEDINGS

CONSENT AGENDA

Mr. Carlson reviewed the Consent Agenda with the Boards and noted that any item may be removed from the Consent Agenda to the regular Agenda upon the request of any Director. Upon a motion duly made and seconded, upon vote, unanimously carried, the following items on the Consent Agenda were approved, ratified and/or adopted, as appropriate.

- A. **Authority, MDs 2 & 3:** Approval of Minutes of June 6, 2022 Joint Special Meeting.
- B. **Authority:** Agreements to be ratified:
 - a. Independent Contractor Agreement with Ark Ecological Services, LLC for reseed and restore at the Fultondale Ottawa open space area (enclosure).
 - b. Independent Contractor Agreement with The Young Men's Christian Association of Metropolitan Denver, dba YMCA of Metropolitan Denver for 2022 pool management services (enclosure).
 - c. Independent Contractor Agreement with Brightview Landscape Services, Inc. for Aurora Parkway median renovation (enclosure).
 - d. Independent Contractor Agreement with Brightview Landscape Services, Inc. for top dress wood mulch (enclosure).

ENGINEERING UPDATES

Report from Taylor Goertz: Taylor Goertz provided an update on roadway assessment. Director Yosten asked which streets are the highest priority. Mr. Goertz explained the proposed asphalt and concrete roadway repairs. He recommended to advertise for the project in November 2022 for work to begin in 2023. The Board directed Mr. Goertz to advertise for the project in November/December 2021 and the Board will roll over \$135,000 into the 2023 Budget for the project.

Mr. Goertz provided an update on the retaining wall project and Buchanan Court projects. IMEG staff has been trying to set up pre-submittal meetings with the City of Aurora but has not yet been successful. They will continue to request the pre-submittal meetings.

FINANCIAL MATTERS

Claims: Ms. Clymer provided an overview of the claims. Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Board approved the claims as presented.

Unaudited Financial Statements and Schedule of Cash Position: Ms. Clymer reviewed the unaudited financial statements as of May 31, 2022 and the schedule of cash position updated as of July 11, 2022. Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Board approved the unaudited financial statements as of May 31, 2022 and the schedule of cash position updated s of July 11, 2022, as presented.

LEGAL MATTERS

Consolidation Process: Attorney Dickhoner provided an update and noted that the hearing is scheduled for August 4th.

RECORD OF PROCEEDINGS

MDs 2 & 3 – Joint Resolution in Support of Consolidation: Attorney Dickhoner provided an overview of the Joint Resolution. Director Huygen suggested revising the language in the Resolution to reflect a summary of what the Districts are trying to accomplish and what owners will see on the ballot. Following review and discussion, upon a motion duly made, seconded and, upon vote, unanimously carried, the Boards adopted the Joint Resolution in Support of Consolidation, subject to final review by Axiom of Purpose, the consolidation committee and legal counsel.

Authority – Services to Cherry Creek School District (“CCSD”) and City of Aurora (“COA”) and Related Costs: Attorney Dickhoner provided an update and noted that they are making progress with the CCSD on irrigation and maintenance responsibilities. Brian with ET Irrigation is to meet with CCSD regarding the irrigation. Attorney Dickhoner has been working with City of Aurora’s attorney regarding who is responsible for maintaining City owned property. Following an extensive discussion, the Board would like to offer to turn irrigation back on in CCSD areas if CCSD agrees to mow grass and maintain trees with the expectation that a full resolution would be decided by the end of 2022.

Director Patterson will have a conversation with Françoise Bergan regarding the COA issue. The Board agreed to turn irrigation back on and mow in the COA areas through the end of 2022, while continuing to pursue resolution with the COA.

MANAGER MATTERS **Engineering Updates:** Discuss earlier in the meeting.

Public Outreach and Consolidation Information: Ms. Balancier and Ms. Casias with Axiom of Purpose provided an update and noted that materials for the consolidation election have been updated and sent to the Board and legal counsel for final approval.

ESRI: Mr. Carlson reported that the map has been completed and uploaded to the Districts’ website – www.TallynsReachMetroDistrict.com.

Landscape: Mr. Carlson provided a landscape update. Turf to native and xeriscaping of the medians are underway, and the Authority is eligible for \$21,000 rebate from the City of Aurora for the turf to native conversion. Monuments are in the permitting and design process. The street sign project is completed. Mulch bed project is currently on hold due to mulch prices increasing. Tree replacement is to take place this fall with the landscaping committee to meet in September to discuss the 2023 projects and tree replacement.

Native Grass Management: This was discussed during Public Comment. Director Yosten did provide some additional information and noted that new

RECORD OF PROCEEDINGS

native flowers are blooming. There was discussion on if the Authority can do more to educate owners on native maintenance plan. The Board directed staff of CliftonLarsonAllen LLP to add a layer to the ESRI map on the website to show the native areas.

Non-Authority Properties and Adjacent Streetscapes: This was discussed previously under Legal Matters.

CliftonLarsonAllen LLP Work and Extra Expenses in May and Future Billings: Mr. Carlson provided information in regard to out of scope work that has occurred, including the mapping project, CORA request, and consolidation efforts.

Pool:

Additional Staffing – Mr. Carlson reported that the pool was very busy on the 4th of July resulting in the need for an extra lifeguard at an additional cost. Director Pell approved the additional lifeguard and expense. One lifeguard can watch up to 25 people. The Board would like the YMCA to provide an additional lifeguard to the pool moving forward, as needed.

Extended Pool Season – The YMCA staff provided an update and noted that there may not be enough available lifeguards to extend the pool season. They would only be able to stay open on weekends from 11:00 a.m. to 5:00 p.m. if enough staff is available. They have requested that lifeguards respond with their availability no later than August 1st and will provide updated information to the Board after that time.

Pool and Clubhouse – Ms. Rodau provided updates. The awning has been installed with fabric to be installed on Friday. The front doors of the clubhouse have been painted. Camera signs are installed around the pool and noted that two trespassing situations have occurred so far this year. Lawn chairs have been repaired. New lifeguard umbrellas are to be delivered this week. New pool rope is installed, and a new pool vacuum has been shipped. Ms. Rodau also reported that they are continuing to give out popsicles to the pool patrons.

Security Patrols and License Plate Monitoring: Mr. Carlson reviewed the documents and provided an update. The Aurora Police Department is to provide an update on crime in the area at the September meeting. CliftonLarsonAllen LLP will poll the Board on the interest with adding security measures.

Mineral Resources Inquiry: Mr. Carlson and Director Baisch provided an overview of the inquiry. The Board directed Attorney Dickhoner to contact an oil and gas attorney to investigate this further and authorized the engagement of this special counsel.

RECORD OF PROCEEDINGS

Dumpster Day: The Board determined that the Master HOA should coordinate this service and offered financial support if the HOA decides to pursue.

Report form ET Irrigation: Director Yosten provided an overview of the report that was sent out post packet.

OTHER MATTERS

Authority – Quorum for Next Regular Board Meeting on September 20, 2022 at 6:00 p.m.: The Board confirmed an anticipated quorum and reported that the meeting will be held in person and virtually.

ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards adjourned the meeting at 9:47 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the Meeting – Tallyn’s Reach Authority

Secretary for the Meeting – Tallyn’s Reach MD 2

Secretary for the Meeting – Tallyn’s Reach MD 3



Cameron A. Grant
cgrant@lyonsgaddis.com
 303-776-9900

July 21, 2022

VIA EMAIL brian.baisch@baischventures.com

Copy Via Email to Blair M. Dickhoner
bdickhoner@wbapc.com

Tallyn's Reach Authority
 Attention: David Patterson, President
 c/o Brian K. Baisch

Re: Legal Services Relating to Oil and Gas Matters

Dear Mr Patterson:

We are pleased that you have chosen Lyons Gaddis, P.C. (the "Firm") in connection with the matter described below. Thank you for your expression of confidence in us.

This letter describes the scope of the services we will provide during this engagement, as well as the terms and conditions of the engagement. The attached **Terms of Representation** set forth our firm's general policies and practices regarding representation of clients and the payment of our fees. The paragraphs below explain the specifics relating to your legal matter:

1. **Client.** Tallyn's Reach Authority will be our client.
2. **Scope of Representation.** We are being retained to provide the following:
 - (a) evaluation and revisions to a proposed oil and gas lease; and
 - (b) such other matters as you may direct to us and which we accept from time to time, all on the terms and conditions set forth below.
3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments and respond to your inquiries. To enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.
4. **Duty to Client.** Please keep in mind that our ethical responsibility will be to the organizational entity, and not to any individual constituents (for example, founders, officers, individual directors, or other agents). As the organization's authorized

LYONS GADDIS KAHN HALL JEFFERS DWORAK & GRANT, P.C.

515 Kimbark Street 2nd Floor PO Box 978 Longmont, CO 80502-0978
 950 Spruce Street, Unit 1B Louisville, CO 80027

Longmont 303 776 9900 | Louisville 720 726 3670 | www.lyonsgaddis.com



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representative, you will be responsible for payment and coordination of all legal services provided by the firm to the organization under this engagement.

5. **Fees and Expenses.** We bill for our services on an hourly basis, generally recording our time in six-minute increments. The hourly rates for the attorneys who will work on your matter vary depending on several factors, including the attorney's experience, expertise and subject area involved. In this regard, my hourly rate is \$395.00. The current hourly rates of our shareholders range from \$275.00 to \$475.00; our associate and special counsel attorney rates range from \$195.00 to \$325.00. We also bill for the services of paralegals that assist the attorneys. Their rates are significantly lower than the rates of the attorneys involved and range from \$95.00 to \$175.00 per hour. In the event our rates should change, which occurs from time to time, the bills you receive from us after that time will reflect that rate adjustment. We include separate entries on our bills for services such as photocopying, messenger delivery services, travel, computerized research and search and filing fees.
6. **Your Contacts at the Firm.** During our representation of you, we will keep you apprised of all aspects of your matter. We are also available to address any questions you have. Below is a list of individuals that will be involved in various aspects of your representations. Feel free to reach out to Suzan or me regarding specific legal issues and to any of the others on the list with questions about their areas of responsibility. We may all be reached through the main phone line at 303.776.9900.

Cameron Grant, Shareholder – Supervising Attorney: cgrant@lyonsgaddis.com

Suzan Fritchel, Special Counsel: sfritchel@lyonsgaddis.com

Maureen Simpson, Paralegal: msimpson@lyonsgaddis.com

Peggy Brenton, Billing Specialist: pbrenton@lyonsgaddis.com

Trish Nelson, Firm Administrator: tnelson@lyonsgaddis.com

We hope this letter and the attached Terms of Representation adequately explain the scope of our services, as well as the payment terms of our fees. If they do and you agree with them, please indicate your affirmation by signing this letter and returning it to me for our files.

We appreciate the opportunity to work with you and look forward to a mutually beneficial relationship.

Sincerely,

LYONS GADDIS, P.C.

By:



 Cameron A. Grant



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CAG:mcs

APPROVED AND AGREED TO THIS 21 DAY OF July, 2022.

Tallyn's Reach Authority

By: 
David Patterson, President



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TERMS OF REPRESENTATION

Confirmation of Services. Lyons Gaddis, P.C. is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

Scope of Representation. The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

Fees Not Contingent and Due Within 30 Days. Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. Payment is to be made by check or draft payable to "Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC"

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

Methods of Communication. We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Lyons Gaddis, P.C. Law Firm will assume that you have no objections to such



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communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

Attorney-Client Communication. Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

Payment of Third-Party Expenses. The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process, although they may concern, do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

Estimates of the Cost of Services to be Performed. From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.



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Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts. Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Lyons Gaddis, P.C. is a large law firm and represents many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Binding Agreement. The accompanying Engagement Letter and these Terms of Representation represent the entire agreement between the client and Lyons Gaddis, P.C. with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms of Representation have been carefully reviewed and its content understood, and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Law Firm has made no representations or guarantees to you



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regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

Acceptance of Terms of Representation. If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

**TALLYN'S REACH AUTHORITY
(Prune Large Native Cottonwood)**

Name of Contractor/Provider: Brightview Landscape Services, Inc.

Title of Agreement: Prune Large Native Cottonwood

Agreement/Contract Date: August 17, 2022

Contract Amount: \$3,000.00

This Contract (the "Agreement") is made by and between TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the "Authority"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the "Contractor").

Introduction. The Authority and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein (the "Services"): (a) in a first-class manner, to the satisfaction of the Authority, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Authority; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances and regulations. The Services to be provided are: Installation of a windscreen. Materials required included in the Services.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the Authority immediately, in writing, of any and all incidents/accident which result in injury or property damage. The Contractor will promptly repair or, at the Authority's option, reimburse the Authority for repair of any damage to Authority property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor of any of its employees or agents as employees or agents of the Authority. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the Authority will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under the Agreement, without detailed control or direction from the Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of § 8-17.5-101, *et. seq.* C.R.S., and certified that Contractor is in compliance with the provisions of this law as evidences by Contractor's signature below. Contractor's violation of the requirements of §

8-17.5-101, *et. seq.* C.R.S., is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the following declarations:

(a) The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

(b) The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in the Agreement.

(c) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(d) The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

(e) If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

(i) Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

(ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

(f) The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

6. Indemnification. The Contractor shall defend, indemnify and hold harmless the Authority and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees. The Contractor is not obligated to indemnify the Authority for the Authority's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the Authority is or may be obligated to

indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 10 of this Agreement.

7. Termination. The Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

8. Notices. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving notice to the other party hereto as provided in this Section 9 of this Agreement, designate additional persons to whom notices or communications will be given and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Authority: **Tallyn's Reach Authority**
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #500
Greenwood Village, Colorado 80111
Attention: Celeste Terrell
Email: celeste.terrell@claconnect.com

With a Copy to: **WHITE BEAR ANKELE TANAKA & WALDRON**
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
E-mail: bdickhoner@wbapc.com

Contractor: **Brightview Landscape Services**
8888 Motsenbocker Road, Suite A
Parker, CO 80134
Phone: (303) 841-3177
E-mail: sara.rutman@brightview.com

9. Governing Law / Disputes. The Agreement and all claims or controversies arising out of or relating to the Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the Authority Court in and for the county in which the Authority is located.

10. Subject to Annual Appropriation and Budget. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the Authority under the Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the Authority's governing body, and the obligations of the Authority shall extend only to monies appropriated for the purposes of the Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The Authority and Contractor understand and intend that the Authority's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in the Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

12. Remedies. To the extent the Contractor's remedies for a District default under this Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of the Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement, a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitment.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceeding.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[Signature Page Follows]

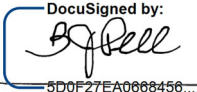

Authority: By:  Name: BJ Pell Title: Secretary Date: 9/12/2022	Contractor: By:  Name: SARA RUZMAN Title: Account Manager Date: 9.6.22
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EXHIBIT A

Services/Compensation Schedule

Proposal for Extra Work at Tallyn's Reach Authority

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80018	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Prune large native cottonwood		
Project Description	Prune Large Native Cottonwood behind 7003 S. Irvington Ct.		

Scope of Work

QTY	UoM/Size	Material/Description
100	LUMP SUM	Prune Large Native Cottonwood behind 7003 S. Irvington Ct. Remove dead wood, raise to 10 feet, head back over extended limbs and clear property line

For Internal use only

SO# 7899579
 JOB# 400300615
 Service Line 130

Total Price \$3,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's General Vice President.
 8588 Mottenbocker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-3177

Certificate Of Completion

Envelope Id: 460E1F91D2DC4660A51DBDAC3146BC4B	Status: Completed
Subject: Please DocuSign: Tallyn's Reach Authority - Agreement w Brightview - Trim Cottonwood	
Client Name: Tallyn's Reach Authority	
Client Number: 011-045194-OS07-2022	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 67.176.12.84

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
9/12/2022 4:24:25 PM	Cindy.Jenkins@claconnect.com	

Signer Events

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
5D0F27EA0668456...

Signature Adoption: Drawn on Device
Using IP Address: 71.11.71.88
Signed using mobile

Timestamp

Sent: 9/12/2022 4:28:40 PM
Viewed: 9/12/2022 5:55:03 PM
Signed: 9/12/2022 5:55:12 PM

Electronic Record and Signature Disclosure:
Accepted: 9/12/2022 5:55:03 PM
ID: 13ac2b3e-0b53-417e-82de-e8ea71c230cc

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2022 4:28:40 PM
Certified Delivered	Security Checked	9/12/2022 5:55:03 PM
Signing Complete	Security Checked	9/12/2022 5:55:12 PM
Completed	Security Checked	9/12/2022 5:55:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(ADDITIONAL COBBLE)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of September, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the Districts are empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the Authority, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Authority. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022.

3. ADDITIONAL SERVICES. The Authority may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Authority of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Authority the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Authority or any agent of the Authority and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Authority's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Authority of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Authority. Review, acceptance or approval by the Authority of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Authority, at the Authority's request, on or before the 25th of each month, a narrative progress and status report

describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“**Monthly Report**”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Authority of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Authority with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Authority may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Authority to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Authority’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Authority. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Authority, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Authority, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Authority as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Authority with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile

liability insurance in amounts satisfactory to the Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Authority and given to the Contractor by the Authority, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Authority deems confidential, or which the Authority has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the Authority. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Authority; or (iii) independently developed by the Contractor without use of the Authority's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Authority and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Authority's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Authority. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the Authority Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the Authority of the existence of such Claim, the Authority may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Authority for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Authority's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Authority. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the Authority and by the Authority by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under

this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Authority:

Tallyn's Reach Authority
 c/o CliftonLarsonAllen
 8390 E. Crescent Parkway #300
 Greenwood Village, CO 80111
 Attention: Celeste Terrell
 Phone: (303) 265-7875
 Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A
Parker, CO
Attention: Sara Rutman
Phone: (303) 841-3003
Email: sara.rutman@brightview.com

21. AUDITS. The Authority shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and

the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Authority's request, the Contractor will consent to being joined in litigation between the Authority and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the Authority's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Authority funds. The Authority's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

AUTHORITY:
TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the Authority

Authority’s Signature Page to Independent Contractor Agreement for Additional Cobble Services with BrightView Landscape Services, Inc., dated September 9, 2022

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as the _____ of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Additional Cobble Services with Tallyn's Reach Authority, dated September 9, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



August 29, 2022
Page 1 of 2

**Proposal for Extra Work at
Tallyn's Reach Authority**

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Additional Cobble (brown cobble)		
Project Description	Additional Cobble (brown cobble) to help mix with the new cobble that is a little more pink		

Scope of Work

QTY	UoM/Size	Material/Description
30.00	TON	2-4" Brown Cobble - to help mix with the new cobble that is a little more pink to help blend.

For internal use only

SO# 7909552
JOB# 400300615
Service Line 130

Total Price \$5,435.38

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-3177

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9
Rev. October 2018
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/efile for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Note to preparer or you receive (a return). None is required or IRS (do not issue this form).

2. Business name (do not check this box if different from above)
Brightview Landscape Services, Inc.

3. Check appropriate box for federal tax classification of the person whose name is given on line 1. Check only one of the following seven boxes.

Individual proprietor or single-member LLC
 S Corporation
 C Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, or Partnership) in _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner or the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Check only a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of the owner.

Other (see instructions) in _____

4. Address (number, street, and apt. or suite no.) See instructions.
PO Box 21001-2463

5. City, state, and ZIP code
Pasadena, CA 91110-2463

6. Exemption codes apply only to certain entities, not individuals; see instructions on page 3.
 Exemption from FATCA reporting code (if any) _____
(Do not check more than one code.)

Requester's name and address (optional)

7. List account number(s) here (optional)

Part I Taxpayer identification number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 7. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or advancement of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here: *[Signature]* Date: *1/8/19*

General Instructions

This form relates only to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/form9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS (first obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-ARRC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-E (stock or mutual fund sales and certain other dispositions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099-I (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Get No. 102116

Form W-9 (Rev. 10/18/18)

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Authority covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Authority. Such bond shall protect the Authority against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Great American Insurance Co. 16691	
		INSURER B: ACE American Insurance Company 22667	
		INSURER C: American Guarantee & Liability Ins Co 26247	
		INSURER D:	
		INSURER E:	
		INSURER F:	

Holder Identifier : BC

COVERAGES **CERTIFICATE NUMBER:** 570089824051 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG72473826001 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPROPAGG \$5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED/AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AIX-508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570089824051

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BrightView Landscape Services, Inc.

is a

Corporation

formed or registered on 01/03/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871251562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/07/2022 that have been posted, and by documents delivered to this office electronically through 09/09/2022 @ 15:09:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/09/2022 @ 15:09:20 in accordance with applicable law. This certificate is assigned Confirmation Number 14303325 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bis/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(2023 LANDSCAPE MAINTENANCE – CITY OF AURORA OWNED AREAS)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of September, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC. a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the Districts are empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the Authority, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Authority. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The Authority may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Authority of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Authority the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services,

whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Authority or any agent of the Authority and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Authority's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Authority of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Authority. Review, acceptance or approval by the Authority of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Authority, at the Authority's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Authority of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Authority with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Authority may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Authority to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

9. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Authority. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Authority, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the Authority may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Authority.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Authority, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Authority as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Authority with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Authority and given to the Contractor by the Authority, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Authority deems confidential, or which the Authority has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the Authority. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Authority; or (iii) independently developed by the Contractor without use of the Authority's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Authority and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Authority's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Authority. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the Authority Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or

benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the Authority of the existence of such Claim, the Authority may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Authority for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Authority's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Authority. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the Authority and by the Authority by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including

reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Authority:

Tallyn's Reach Authority
 c/o CliftonLarsonAllen
 8390 E. Crescent Parkway #300
 Greenwood Village, CO 80111
 Attention: Celeste Terrell
 Phone: (303) 265-7875
 Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

BrightView Landscape Services, Inc.
8888 Motsenbocker Rd., Suite A
Parker, CO 80134
Attention: Sara Rutman
Phone: (303) 841-3003
Email: sara.rutman@brightview.com

21. AUDITS. The Authority shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including,

but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Authority's request, the Contractor will consent to being joined in litigation between the Authority and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the Authority's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Authority funds. The Authority's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

AUTHORITY:

TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the Authority

Authority’s Signature Page to Independent Contractor Agreement for 2023 Landscape Maintenance – City of Aurora Owned Areas Services with BrightView Landscape Services, Inc., dated July, 27, 2022

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as the _____ of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor’s Signature Page to Independent Contractor Agreement for 2023 Landscape Maintenance – City of Aurora Owned Areas Services with Tallyn’s Reach Authority, dated July 27, 2022

EXHIBIT A**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

**Tallyn's Reach Authority – City of Aurora Owned Areas
12 Month Landscape Maintenance Program
2023 Season**

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	26
Turf Fertilization (Timed-release blend)	1
Turf Pre-emergent Weed Control	1
Turf Post Emergent Weed Control	2
Aeration	1
Edge Curbs and Walks	13
Debris Removal - Summer	30
Debris Removal - Winter	22
Tree Rings	2
Spring Cleanup	1
Fall Cleanup	1
Native Mow – Beauty Bands	4
ANNUAL CONTRACT VALUE	\$16,590.00
MONTHLY PAYMENT	\$ 1,382.50

**5 Month Landscape Maintenance Program
Remainder of 2022 Season**

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	11
Turf Fertilization	1
Turf Post Emergent Weed Control	1
Aeration	1
Edge Curbs and Walks	16
Debris Removal - Summer	11
Debris Removal - Winter	22
Tree Rings	1
Fall Cleanup	1
Native Mow – Beauty Bands	2
TOTAL CONTRACT VALUE	\$8,280.00
MONTHLY PAYMENT	\$1,659.00

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p style="text-align: center;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																																						
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brightview Landscape Services, Inc.</p>																																																								
<p>2 Business name/disregarded entity name, if different from above</p>																																																								
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Use for accounts maintained outside the U.S.)</small></p>																																																							
<p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 31001-2463</p> <p>6 City, state, and ZIP code Pasadena, CA 91110-2463</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>																																																							
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for whose number to enter.</p>																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;">8</td> <td style="width: 25px; height: 20px;">4</td> <td style="width: 25px; height: 20px;">-</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">6</td> <td style="width: 25px; height: 20px;">1</td> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">6</td> <td style="width: 25px; height: 20px;">5</td> </tr> <tr> <td style="width: 25px; height: 20px;">3</td> <td colspan="8"></td> </tr> </table>			Social security number																		OR									Employer identification number									8	4	-	0	6	1	7	6	5	3								
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																								
<p>Sign Here</p> <p>Signature of U.S. person ▶ </p>	<p>Date ▶ <u>1/8/19</u></p>																																																							
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (anceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>																																																								
<p>Cat. No. 10291X Form W-9 (Rev. 10-2018)</p>																																																								

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Authority covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Authority. Such bond shall protect the Authority against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE:MM/DD/YYYY
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122		TAX (A.C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Insurance Co.		16691
	INSURER B: ACE American Insurance Company		22667
	INSURER C: American Guarantee & Liability Ins Co		26247
	INSURER D:		
	INSURER E:		

Holder Identifier : BC

COVERAGES **CERTIFICATE NUMBER:** 570089824051 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG72473826001 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMFYOP AGG \$5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HYBRID AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC67804041 WC - AD5 SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570089824051

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BrightView Landscape Services, Inc.

is a

Corporation

formed or registered on 01/03/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871251562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/26/2022 that have been posted, and by documents delivered to this office electronically through 07/27/2022 @ 18:18:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/27/2022 @ 18:18:02 in accordance with applicable law. This certificate is assigned Confirmation Number 14194796 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Tallyn's Reach Authority
Interim Claims
July 15, 2022 - September 14, 2022

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
7/15/2022	Around the Corner Handyman LLC	Bill.com Check	\$ 530.06
7/15/2022	Axiom of Purpose	Bill.com Check	6,606.26
7/15/2022	BrightView Landscape	Bill.com Check	31,212.62
7/15/2022	Brook Bell	Bill.com Check	200.00
7/15/2022	Brown Brothers Asphalt & Concrete, LLC	Bill.com Check	8,868.00
7/15/2022	Cintas Fire Protection	Bill.com EFT	241.80
7/15/2022	CliftonLarsonAllen, LLP	Bill.com EFT	7,208.44
7/15/2022	CPS Distributors	Bill.com Check	1,508.28
7/15/2022	ET Irrigation Management Specialist LLC	Bill.com Check	579.03
7/15/2022	Falch & Falch Inc.	Bill.com Check	480.00
7/15/2022	Lightning Mobile Services LLC	Bill.com EFT	330.00
7/15/2022	MFish Graphics LLC	Bill.com EFT	12,991.00
7/15/2022	Norton Building And Remodel Inc.	Bill.com EFT	11,505.00
7/15/2022	Rocky Mountain Flag Company LLC	Vendor Direct Virtual Card	1,582.42
7/15/2022	Signs By Tomorrow- Aurora	Bill.com Check	140.27
7/15/2022	UMB Bank N.A.	Bill.com EFT	400.00
7/15/2022	White Bear Ankele Tanaka & Waldron	Bill.com EFT	10,523.18
7/15/2022	WIPFLI	Bill.com Check	2,800.00
7/15/2022	Xcel Energy	Bill.com Check	3,705.44
7/20/2022	Aquatic Chemical Solutions	Bill.com Check	7,800.00
7/20/2022	BrightView Landscape	Bill.com Check	20,878.70
7/20/2022	CenturyLink	Bill.com Check	401.54
7/20/2022	CliftonLarsonAllen, LLP	Bill.com EFT	16,162.22
7/20/2022	CPS Distributors	Vendor Direct Virtual Card	1,386.66
7/20/2022	Flippin Flapjacks	Bill.com Check	2,863.00
7/20/2022	Waste Management of Denver	Vendor Direct Virtual Card	590.01
7/20/2022	White Bear Ankele Tanaka & Waldron	Bill.com EFT	13,490.46
7/20/2022	WIPFLI	Bill.com Check	2,800.00
8/2/2022	Aurora Water	Other	71,218.35
8/5/2022	American Eagle Protective Services LLC	Bill.com Check	200.00
8/5/2022	Around the Corner Handyman LLC	Bill.com Check	1,056.13
8/5/2022	Axiom of Purpose	Bill.com Check	10,893.75
8/5/2022	BrightView Landscape	Bill.com Check	16,407.39
8/5/2022	CliftonLarsonAllen, LLP	Bill.com EFT	12,547.59
8/5/2022	CPS Distributors	Vendor Direct Virtual Card	90.55
8/5/2022	ET Irrigation Management Specialist LLC	Bill.com Check	22,244.06
8/5/2022	Helen & Peter Sikov	Bill.com Check	200.00
8/5/2022	Idea Law Group LLC	Bill.com Check	168.25
8/5/2022	IMEG	Bill.com EFT	7,000.00
8/5/2022	Rocky Mountain Flag Company LLC	Vendor Direct Virtual Card	2,789.80
8/5/2022	Scott & Shauna Wilbrah	Bill.com Check	200.00
8/5/2022	WIPFLI	Bill.com Check	5,100.00

Tallyn's Reach Authority
Interim Claims
July 15, 2022 - September 14, 2022

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
8/5/2022	Xcel Energy	Bill.com Check	4,265.19
8/5/2022	YMCA of Metropolitan Denver	Bill.com Check	31,676.04
8/9/2022	City Of Aurora	Other	9,137.75
8/22/2022	American Eagle Protective Services LLC	Bill.com Check	100.00
8/22/2022	CenturyLink	Vendor Direct Virtual Card	375.82
8/22/2022	CPS Distributors	Vendor Direct Virtual Card	418.09
8/22/2022	Waste Management of Denver	Vendor Direct Virtual Card	585.01
8/23/2022	Axiom of Purpose	Bill.com Check	8,604.17
8/23/2022	BrightView Landscape	Bill.com Check	66,618.08
8/23/2022	CliftonLarsonAllen, LLP	Bill.com EFT	5,522.53
8/23/2022	ET Irrigation Management Specialist LLC	Bill.com Check	17,235.00
8/23/2022	Heatherly Creative LLC	Bill.com EFT	300.00
8/23/2022	IMEG	Bill.com EFT	2,800.00
8/23/2022	Tallyns Reach Master Association Inc	Bill.com Check	360.33
			\$465,898.27

TALLYN'S REACH AUTHORITY
FINANCIAL STATEMENTS
JULY 31, 2022

TALLYN'S REACH AUTHORITY
 BALANCE SHEET - GOVERNMENTAL FUNDS
 JULY 31, 2022

	General	Capital Projects	Total
ASSETS			
Cash - Checking	\$ 259,747	\$ -	\$ 259,747
Colotrust	675,872	276,988	952,860
Colotrust Edge	-	501,028	501,028
Accounts receivable	538,349	-	538,349
TOTAL ASSETS	\$ 1,473,968	\$ 778,016	\$ 2,251,984
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts payable	\$ 373,044	\$ 23,660	\$ 396,704
Total Liabilities	373,044	23,660	396,704
DEFERRED INFLOWS OF RESOURCES			
Prepaid assessments	20,407	-	20,407
Total Deferred Inflows of Resources	20,407	-	20,407
FUND BALANCES			
Total Fund Balances	1,080,517	754,356	1,834,873
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 1,473,968	\$ 778,016	\$ 2,251,984

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2022

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GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUE			
General operations fees	\$ 1,587,520	\$ 1,186,806	\$ (400,714)
Sanctuary assessments	285,600	214,200	(71,400)
Transfer from TRMD No. 2	250,000	250,000	-
Transfer from TRMD No. 3	250,000	250,000	-
Clubhouse rental income	2,500	20,555	18,055
Interest income	1,000	1,805	805
Other revenue	1,000	30,746	29,746
Pool keys	500	775	275
Legal/late/collection income	-	9,440	9,440
Penalties	-	18,245	18,245
TOTAL REVENUE	<u>2,378,120</u>	<u>1,982,572</u>	<u>(395,548)</u>
EXPENDITURES			
General and administration	333,200	200,724	132,476
Operations expenses	177,000	94,382	82,618
Grounds expenses	1,059,500	577,377	482,123
Recreation expenses	249,320	167,707	81,613
Utilities expenses	299,000	216,296	82,704
TOTAL EXPENDITURES	<u>2,118,020</u>	<u>1,256,486</u>	<u>861,534</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	260,100	726,086	465,986
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	<u>(500,000)</u>	-	<u>(500,000)</u>
TOTAL OTHER FINANCING SOURCES (USES)	(500,000)	-	(500,000)
NET CHANGE IN FUND BALANCE	(239,900)	726,086	(34,014)
FUND BALANCE - BEGINNING	<u>399,520</u>	<u>354,432</u>	<u>(45,088)</u>
FUND BALANCE - ENDING	<u>\$ 159,620</u>	<u>\$ 1,080,518</u>	<u>\$ 920,898</u>

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TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2022

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GENERAL FUND

EXPENDITURES	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
General and administration			
Election expense	\$120,000	\$32,602	\$87,398
Legal services	45,000	46,116	(1,116)
Accounting	44,000	40,401	3,599
Authority management	37,000	21,583	15,417
Billing	26,000	15,167	10,833
Insurance and bonds	26,000	24,570	1,430
Authority mapping services	14,000	6,308	7,692
Auditing	10,700	10,700	-
Miscellaneous	5,000	(287)	5,287
Website/Newsletter	2,500	300	2,200
Dues and licenses	2,500	3,264	(764)
Banking fees	500	-	500
Total General and administration	<u>333,200</u>	<u>200,724</u>	<u>132,476</u>
Operations expenses			
Property management	63,000	36,750	26,250
Operations legal services	40,000	21,238	18,762
Engineering	35,000	9,380	25,620
Legal collections	24,000	9,969	14,031
Direct costs - postage, mailing, mileage, etc.	15,000	17,045	(2,045)
Total Operations expenses	<u>177,000</u>	<u>94,382</u>	<u>82,618</u>
Grounds expenses			
Landscape management	257,000	141,765	115,235
Beautification: flowers & shrubs	200,000	100,945	99,055
Beautification: native grasses management	100,000	19,860	80,140
Tree maintenance	92,000	86,808	5,192
Irrigation management	85,000	62,625	22,375
Snow removal	60,000	53,698	6,302
Irrigation repairs	45,000	56,220	(11,220)
Winter watering	36,000	3,200	32,800
Annual flowers	35,500	35,518	(18)
Perennial bed maintenance	25,000	-	25,000
Seasonal décor	20,000	-	20,000
Retention/Detention ponds maintenance	20,000	-	20,000
Signage maintenance	20,000	1,409	18,591
Beautification: mulch refresh	20,000	-	20,000
Beauty band mowing	10,000	1,984	8,016
Community donations	7,000	-	7,000
Lighting/electrical repairs	6,000	1,800	4,200
Miscellaneous common area maintenance	5,000	3,808	1,192
Retaining walls	5,000	-	5,000
Beautification: wood posts maintenance	5,000	-	5,000
Pest control	3,000	1,192	1,808
Flag maintenance	2,000	6,063	(4,063)
Fountain maintenance	1,000	-	1,000
Landscape improvements	-	484	(484)
Total Grounds expenses	<u>1,059,500</u>	<u>577,379</u>	<u>482,121</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2022

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GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Recreation expenses			
Pool contract	101,520	101,520	-
Pool repairs	20,000	8,868	11,132
Pool chemicals	12,000	8,017	3,983
Pool furniture	15,000	-	15,000
Pool equipment	5,000	581	4,419
Kiddie pool	5,000	-	5,000
Storage building/Pool house	2,000	-	2,000
Security system	6,000	7,975	(1,975)
Clubhouse maintenance supplies	3,000	50	2,950
Indoor building maintenance	12,000	7,719	4,281
Outside building maintenance	10,000	330	9,670
Janitorial/housekeeping	7,000	2,290	4,710
Tennis court maintenance	1,500	-	1,500
Playground equipment	800	-	800
Telephone/access control	5,000	2,876	2,124
Events	3,000	2,863	137
Pool management	29,100	20,446	8,654
Trash removal	6,400	4,170	2,230
Supplies other	5,000	-	5,000
Total Recreation expenses	<u>249,320</u>	<u>167,705</u>	<u>81,615</u>
Utilities expenses			
Water/sewer	286,000	200,849	85,151
Gas/electric	13,000	15,447	(2,447)
Total Utilities expenses	<u>299,000</u>	<u>216,296</u>	<u>82,704</u>
TOTAL EXPENDITURES	<u>\$ 2,118,020</u>	<u>\$ 1,256,486</u>	<u>\$ 861,534</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

TALLYN'S REACH AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2022

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CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 1,000	\$ 2,489	\$ 1,489
TOTAL REVENUES	<u>1,000</u>	<u>2,489</u>	<u>1,489</u>
EXPENDITURES			
Signage	-	25,982	(25,982)
Wood post replacement	30,000	-	30,000
Xeriscaping	150,000	-	150,000
Monuments	60,000	6,068	53,932
Tree replacements	265,000	-	265,000
Picnic tables & park benches	10,000	7,337	2,663
Trails upgrades	5,000	-	5,000
Pool repairs	15,000	7,800	7,200
Pool improvements	10,000	-	10,000
Clubhouse improvements	5,000	11,505	(6,505)
Irrigation upgrades	30,000	13,500	16,500
Retaining walls	5,000	2,300	2,700
Native grass maintenance/upgrades	50,000	13,860	36,140
Streets	10,000	9,800	200
TOTAL EXPENDITURES	<u>645,000</u>	<u>98,152</u>	<u>546,848</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(644,000)	(95,663)	548,337
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	500,000	-	(500,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>500,000</u>	<u>-</u>	<u>(500,000)</u>
NET CHANGE IN FUND BALANCES	(144,000)	(95,663)	48,337
FUND BALANCES - BEGINNING	<u>862,994</u>	<u>850,018</u>	<u>(12,976)</u>
FUND BALANCES - ENDING	<u>\$ 718,994</u>	<u>\$ 754,355</u>	<u>\$ 35,361</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**TALLYNS REACH AUTHORITY
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Tallyns Reach Authority (Authority) was organized for the purpose of planning, financing, designing, constructing, installing, operating, maintaining, repairing and replacing public improvements and facilities and providing services to the residents of the Tallyn's Reach districts. The authority was established on February 12, 2018, pursuant to the Tallyn's Reach Authority Establishment Agreement whereby the Tallyn's Reach Metropolitan District No. 2 and Tallyn's Reach Metropolitan District No. 3 agreed to establish the Authority.

The Authority has no employees and all administrative functions are contracted.

The Authority prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

General Operations Fees

The general operations fee is a fee billed quarterly to residential units at a rate of \$220 per lot per quarter. The fee is used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas.

Sanctuary assessments

The sanctuary assessments are a fee billed to apartments at a rate of \$71,400 per quarter. These fees are also used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas.

Intergovernmental revenue

During 2022, the Authority anticipates receiving \$250,000 from Tallyn's Reach Metropolitan District No. 2 and \$250,000 from Tallyn's Reach Metropolitan District No. 3 which will be used to pay for the Authority's Administrative expenses.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.25%.

**TALLYNS REACH AUTHORITY
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

Administrative and operations expenditures have been provided based on estimates of the Authority's Board of Directors and consultants and include the services necessary to maintain the Authority's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

Grounds and Recreation Expenses

Grounds and recreation expenses have been estimated by the Authority's management. The estimated expenditures include maintenance of certain facilities and improvements throughout the Authority including but not limited to the grounds, pool, and clubhouse.

Capital Outlay

The Authority anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt and Leases

The District has no capital or operating leases.

TALLYNS REACH AUTHORITY
Schedule of Cash Position
Updated as of September 8, 2022

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>1st Bank Checking</u>			
Balance as of 07/31/22	\$ 259,746.92	\$ -	\$ 259,746.92
Subsequent activities:			
08/02/22 - Aurora Water autopay	(71,218.35)	-	(71,218.35)
08/05/22 - Bill.com Payables	(114,838.75)	-	(114,838.75)
08/10/22 - Bill.com Payables	(9,137.75)	-	(9,137.75)
08/11/22 - Bill.com Void	360.33	-	360.33
08/22/22 - Bill.com Payables	(102,919.03)	-	(102,919.03)
08/31/22 - Aurora Water autopay	(61,026.29)	-	(61,026.29)
08/31/22 - August Assessments	185,173.91	-	185,173.91
08/31/22 - August PNP Deposits in-transit	695.00	-	695.00
<i>Anticipated Transfer from ColoTrust</i>	<i>194,020.00</i>	<i>5,980.00</i>	<i>200,000.00</i>
<i>Anticipated Bill.Com Payables</i>	<i>(246,881.82)</i>	<i>(5,980.00)</i>	<i>(252,861.82)</i>
<i>Anticipated Balance</i>	<u>\$ 33,974.17</u>	<u>\$ -</u>	<u>\$ 33,974.17</u>
 <u>ColoTrust</u>			
Balance as of 07/31/22	\$ 675,871.76	\$ 276,988.42	\$ 952,860.18
Subsequent activities:			
08/03/22 - Transfer from TRMD 2	250,000.00	-	250,000.00
08/31/22 - Interest income	1,621.95	648.62	2,270.57
<i>Anticipated Transfer to Checking</i>	<i>(194,020.00)</i>	<i>(5,980.00)</i>	<i>(200,000.00)</i>
<i>Anticipated Balance</i>	<u>\$ 733,473.71</u>	<u>\$ 271,657.04</u>	<u>\$ 1,005,130.75</u>
 <u>ColoTrust Edge</u>			
Balance as of 07/31/22	\$ -	\$ 501,028.40	\$ 501,028.40
Subsequent activities:			
08/31/22 - Interest income	-	1,245.23	1,245.23
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ 502,273.63</u>	<u>\$ 502,273.63</u>
<i>Total Anticipated Balances</i>	<u>\$ 767,447.88</u>	<u>\$ 773,930.67</u>	<u>\$ 1,541,378.55</u>

Yield Information @ 08/31/22:

Colotrust Plus - 2.2488%
Colotrust Edge - 1.7415%

Date _____

SOS TECHNOLOGIES
Licensed by Oxygen Therapy Institute, Inc.

SERVICE AND EQUIPMENT AGREEMENT

**SOS TECHNOLOGIES AGREES TO PROVIDE THE FOLLOWING FOR:
YMCA METRO DENVER**

Make available an annual Emergency Response Training (ERT) class.
Use of FIFTEEN (15) Stewart Oxygen Inhalator (s). **
Semi-annual Preventive Maintenance Service of each Stewart Oxygen Inhalator.
Maintain each inhalator in compliance with all applicable medical standards and government regulations.
Provide oxygen service at subscribers' location within 24 hours of notification (within 50 mile radius of SOS Technologies' office)
Maintain all records and perform all tests of Stewart Oxygen Inhalators as required by Federal and State regulations.

SUBSCRIBER AGREES TO PAY SOS TECHNOLOGIES THE FOLLOWING FOR THE ABOVE SERVICES AND EQUIPMENT:

TWENTY FIVE Dollars (\$ 25.00) per MONTH on a per inhalator basis, invoiced on a QUARTERLY basis, plus applicable taxes.

NINETY NINE Dollars (\$ 99.00) per service call.

The subscriber hereby agrees that in the event any inhalator shall be lost, stolen, damaged beyond repair or destroyed while in the possession of the subscriber, the sum in cash of Five Hundred and no/100 Dollars (\$500.00) per inhalator will be paid to SOS Technologies and Oxygen Therapy Institute, Inc. This payment will not cancel this Agreement.

OTHER CONDITIONS OF SERVICE:

Initial term of this Agreement shall be for two (2) years and shall continue thereafter for successive two (2) year renewable terms (subject to price modification), unless written notice is given by either party thirty (30) days prior to the end of any term.

Each Stewart Oxygen Inhalator shall remain property of SOS Technologies and Oxygen Therapy Institute, Inc. at all times.

All refilling of cylinders and service of the Stewart Oxygen Inhalator shall only be done by SOS Technologies service personnel.

A service charge may be applied to unpaid bills as set forth in SOS Technologies invoices. A reasonable fee for collection of unpaid bills (including but not limited to attorney's fees) shall be at the subscriber's expense.

This contract shall be binding upon SOS Technologies and subscriber and their respective legal representatives, successors and assigns.

The subscriber agrees that SOS Technologies has made no representation or warranty of any kind, nature or description expressed or implied except those written into this Agreement. This Service and Equipment Agreement contains the entire Agreement between SOS Technologies and the subscriber and may not be changed, modified, terminated or discharged except as provided herein. The subscriber agrees that they have read and understand the entire Agreement.

This Service and Equipment Agreement shall be governed by the laws of the state in which this Agreement is written.

SPECIAL INSTRUCTIONS : **UNITS 9-15 AT \$10/MONTH EACH

SOS TECHNOLOGIES

AUTHORIZED SUBSCRIBER

AUTHORIZED SOS TECHNOLOGIES REPRESENTATIVE

X _____
SIGNATURE TITLE
ADDRESS
CITY STATE ZIP
TELEPHONE NUMBER

FOR SOS TECHNOLOGIES USE:
UNIT # 1228, 1731

SOS Technologies

On your team...for life

Celebrating 40+ years



TRAINING CLASSES AT YOUR LOCATION

CPR / AED

- Recognizing Sudden and Secondary Cardiac Arrest
- Primary Assessment of an Unresponsive Person
- Calling for Help
- Chest Compressions on a Manikin with a Feedback Device
- Rescue Breaths with a Barrier Device
- Use of an AED Trainer on a Manikin
- Choking
- Good Samaritan Laws

FIRST AID

- Recognizing a Medical Emergency
- Control of Bleeding / Shock
- Impaled Object / Open Chest / Abdominal Injuries
- Head, Neck, and Back Injuries
- Amputation / Broken Bones
- Stroke, Hypoglycemia, Seizure
- Breathing Difficulty / Severe Allergic Reaction
- Poisoning
- Heat and Cold Emergencies
- Bites / Stings
- Burns

BLOODBORNE PATHOGENS

- OSHA Bloodborne Pathogens Standard
- Facts and Symptoms of Bloodborne Diseases
- Hepatitis B Immunization
- Exposure Control Plan
- Transmission of Bloodborne Pathogens
- Controlling the Risk of Exposure
- What to Do When an Exposure Occurs
- Housekeeping, Safe Containers and Decontamination

303-694-4310
sostechnologiesinc.com

SOS Technologies

On your team...for life

Celebrating 40+ years



AUTOMATED EXTERNAL DEFIBRILLATOR



INCLUDES

- Pad and Battery Replacement
- Federal and Medical Updates
- Software Upgrades
- Semi-Annual Inspection
- Employee Training on AED Use
- Wall Mount
- Tracking of Components, Products and Training of Personnel
- Record Keeping of Maintenance Inspections and Training Records
- Comprehensive Products Liability Insurance

EMERGENCY OXYGEN



INCLUDES

- Semi-Annual Inspection
- Federal and Medical Updates
- Employee Training on Emergency Oxygen
- Dual Purpose Face Mask for Inhalation and Mouth to Mask, Oxygen Enhanced Resuscitation
- Wall Mount

303-694-4310
sostechnologiesinc.com

CLIENT PRICING AGREEMENT

2022.22836415



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

9/6/2022 16:07

40030_BVLS Denver South 8888 N Motsenbocker Rd Ste A Suite A Parker CO 80134-7523 Ph: (303) 841-3003

400300615

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
 22836415 TALLYN'S REACH AUTHORITY 400300615
Location Address
 24900 E PARK CRESCENT DR., AURORA, CO 80016

• CLIENT INFORMATION (Client)

Client ID Company Name
 TALLYNS REACH AUTHORITY
Billing Address
 370 INTERLOCKEN BLVD STE 500, , BROOMFIELD, CO 80021

• SCOPE OF SERVICES Service Start: **10/01/2022** Service End: **05/31/2023** Start Season: **2022**

<u>Vehicle Site Area(s) (VEH)</u>	<u>Service Start Trigger</u>	<u>Pedestrian Sites Areas (PED)</u>	<u>Service Start Trigger</u>
Parking/Driving Areas (RD)	N/A	Sidewalks (WALKS)	2"
Ice Watch (Vehicle)	Allowed	Ice Watch (Pedestrian)	Allowed
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- Unless either party notifies the other in writing by the Term of Service End date above, this Service Order will automatically renew for the subsequent year for the same Scope of Services at the above rates plus an increase of 3.0%
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

• PRICE SCHEDULE BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

<u>Category</u>	<u>Area</u>	<u>Service/Unit Description</u>	<u>Unit</u>	<u>Min. Chg.</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	2022 <u>Price</u>
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$124.00
TM	ALL AREAS	Truck with Plow and Spreader/Spray	Hr	1 Hr					\$124.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$124.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$170.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$170.00
TM	ALL AREAS	Snowrator	Hr	1 Hr					\$110.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$67.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$50.00
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$290.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$350.00
TM	ALL AREAS	Utility Vehicle	Hr	1 Hr					\$140.00
TM	ALL AREAS	ATV	Hr	1 Hr					\$110.00

• ORDER EFFECTIVE DATE: 10/01/2022 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: _____ 10/01/2022
Email: _____
Title: _____

For Client:

Printed: Celeste Terrell 10/01/2022
Email: Celeste.terrell@claconnect.com
Title: _____

9/13/22 Landscape Committee of the Tallyn's Reach Authority: Report & Recommendation

Report:

The committee met in person and by zoom at 5:00 pm on 9/13 at the Clubhouse. Five members were present and four owners in person or by zoom. Celeste Terrell hosted the meeting. Sara Rutman from Brightview, and Brian Bair and Jake Coleman from ET Irrigation attended and provided observations and recommendations.

Sara spoke of Brightview's 1st year as our landscape contractor. A learning experience, the year has gone well.

Brian and Jake spoke of ET Irrigation's 3rd year as our specialized irrigation manager. Additional learning for the first year in the COA the Capital Recovery Program, and RWU is expected to be met in 21 of 22 meters. Jake presented 22 proposals for 2023 turf conversions and head changes. Julie & BJ and Harry will work on prioritizing the projects for Board consideration consistent with the twin goals of maximum water savings and social norming & owner acceptance by spreading the conversions equitably among the 4 Quads. Brian advised that the COA will be especially interested in the spaces along Arapahoe Road because of high visibility.

BJ Pell reported on major 2022 landscaping projects and 2023 expected beautification projects.

Harry Yosten reported on the 2022 tree projects, the 2022 test turf test site conversions, and the current situations on the 2021 Committee recommendations regarding Authority provided irrigation and landscape services to other entities in 2022.

Owner Linda Wiggs addressed the committee with concerns about engineering @ 25027 E. Geddes Circle.

Recommendations to the Board:

Continue replacing turf with native grasses or shrub beds or cobble on the ET Irrigation recommended 21 sites in 2023 and into 2024 and 2025 as funding allows. Begin spray head conversion on the ET recommended sites.

Remove all 200 dead trees and stumps yet this fall, replace in 2023 as recommended by Brightview.

Continue replacement of metal posts with wood poles. Consult with COA on sign combination potentials.

Replace monuments on Aurora Parkway & Irish, Arapahoe Road & Smoky Hill. Consider new monuments at Plymouth & Arapahoe, Glasgow & Smoky Hill, Glasgow and Aurora Parkway (east side of Xcel powerlines).

Consult with IMEG regarding 2023 pond cleanouts. Have IMEG investigate missing storm water infrastructure @ 25027 E. Geddes Circle and propose solutions to address water runoff.

Begin native grass restorations per Ray Sperger of Ark Ecological recommendations. Restore gravel path on Portland. Approve re-seeding the 3 test sites, (proposal attached). Adopt and budget for BJ's recommendations for beautification in the N/E Quad and flower & shrub bed plantings and locations.

Have legal counsel send a formal notice to COA that TR would not provide 2023 irrigation and landscaping services unless a reimbursement agreement can be obtained, or documentation requiring the Metro to maintain COA open space is found. The notice should recommend that COA should begin turf conversions on its 88,000 square feet as TR has begun, and request that the COA Forestry division replace 50 dead trees on its own land and adjacent streetscapes. The Board can then decide in the spring of 2023 to either stop, or start, services, advising owners of the decision at that time.

Proposal for Extra Work at Tallyn's Reach Authority

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021

Project Name Over Seed the three native test sites

Project Description Over Seed the three native test sites with the coordinating seed mixes for each site. (compost)

Scope of Work

This bid is for us to top dress the seeded area with Compost. This will Help protect from the seed blowing away for being so exposed to the elements.

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
1.00	LUMP SUM	Aerate all three sites
1.00	LUMP SUM	Broadcast Over Seed test site 1 (7,940sf) Shortgrass Prairie mix
1.00	LUMP SUM	Broadcast Over Seed test site 2 (6,278sf) Midgrass Prairie Mix
1.00	LUMP SUM	Broadcast Over Seed test site 3 (14,615sf) Tall Grass Prairie Mix
60.00	CUBIC YARD	BioComp Compost - Amendment Installed

For internal use only

SO# 7921048
JOB# 400300615
Service Line 130

Total Price \$11,679.27

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

TERMS & CONDITIONS

- 1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- 2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- 4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- 7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- 10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- 14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature Title

Celeste Terrell September 09, 2022
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature Title

Sara Rutman September 09, 2022
Printed Name Date

Job #: 400300615

SO #: 7921048 Proposed Price: \$11,679.27