

TALLYN’S REACH AUTHORITY
www.TallynsReachMetroDistrict.com

NOTICE OF REGULAR MEETING AND AGENDA

DATE: March 19, 2024
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 video-conference use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWY3ZjQ1MmQtMzZmZC00MzJiLTNmYTctODM1NDhiMTNlMjIz%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: 592 536 698#

AUTHORITY: Board of Directors	Office	Term Expires
Harry Yosten	President	May 2025
David Patterson	Vice-President / Secretary	May 2027
BJ Pell	Treasurer	May 2025
Mike Dell’Orfano	Assistant Secretary	May 2025
Brian Crandall	Assistant Secretary	May 2025

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.

II. 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.

III. 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 October 24, 2023 and Minutes of the Special Meeting on November 14, 2023 (enclosures).
- B. Ratify approval of Independent Contractor Agreement with Ark Ecological Services, LLC for open space management services (weed and native plant management) for an amount not to exceed \$100,000.00 (enclosure).
- C. Ratify approval of Eighteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for willow shrub removal in the amount of \$4,533.90 (enclosure).
- D. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for winter watering in the amount of \$40,500.00 (enclosure).
- E. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2024 Landscape Management Services in the amount of \$269,964.00 (enclosure).
- F. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2024 pond maintenance in the amount of \$41,429.41 (enclosure).
- G. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2024 perennial/shrub bed renovation in the amount of \$112,236.66 (enclosure).
- H. Ratify approval of First Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Emerald Ash Borer Soil Injection in the amount of \$8,166.67 (enclosure).
- I. Ratify approval of Third Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2024 tree maintenance/plant health care in the

amount of \$105,350.87 (enclosure).

- J. Ratify approval of Fourth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2024 Annual Flowers in the amount of \$15,046.15 (enclosure).
- K. Ratify approval of Fifth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc, for flowerpots for pool in the amount of \$15,316.04 (enclosure).
- L. Ratify approval of Sixth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc, for turf to native conversion in the amount of \$113,224.02 (enclosure).
- M. Ratify approval of Independent Contractor Agreement for with Brightview Landscape Services, Inc. for pine tree removals due to Pine Beetle in the amount of \$19,083.35 (enclosure).
- N. Ratify approval of Independent Contractor Agreement with Front Range Recreation, Inc. for access system and clubhouse rental management (enclosure).
- O. Ratify approval of Independent Contractor Agreement with Front Range Recreation, Inc. for pool management (enclosure).
- P. Ratify approval of Independent Contractor Agreement with MFish Graphics for sign maintenance in the amount of \$44,226.00 (enclosure).
- Q. Ratify approval of Independent Contractor Agreement with ET Irrigation for 2024 Irrigation System Management in the amount of \$92,904.00 (enclosure).
- R. Ratify approval of Independent Contractor Agreement with Radiant Lighting Services for 2024 Maintenance Services (enclosure).
- S. Ratify approval of Independent Contractor Agreement with Heatherly Creative for Website Management in the amount of \$600 (enclosure).
- T. Ratify approval of Independent Contractor Agreement with Ground Engineering Consultant, Inc., for Materials Testing and Special Inspection in the amount of \$1,580.00 (enclosure).
- U. Ratify approval of City of Aurora Intergovernmental Agreement (enclosure).
- V. Ratify approval of Change Order No. 1 to the Contractor Agreement (Tract A Retaining Wall) with Chavez Services LLC for an amount of \$47,170.00 (enclosure).

- W. Ratify approval of Pay Application No. 1 from Chavez Services LLC for Tract A Retaining Wall Project in the amount of \$35,606.00 (enclosure).
- X. Ratify approval of Pay Application No. 2 from Chavez Services LLC for Tract A Retaining Wall Project in the amount of \$18,184.35 (enclosure).

IV. FINANCIAL MATTERS

- A. Review and consider approval of claims for period ending March 12, 2024, in the amount of \$645,805.64 (enclosure).
- B. Review and consider approval of unaudited financial statements as of December 31, 2023, and schedule of cash position updated as of March 12, 2024 (enclosure).

V. LEGAL MATTERS

- A. Discuss Authority appointment process.
- B. Discuss employee and volunteer accident coverage.

VI. MANAGER MATTERS

- A. Retaining wall update (enclosure).
- B. Pond updates.
- C. Streets updates.
- D. Xcel update on street light poles and lights.
- E. Arapahoe Road vehicle damage to common areas.
- F. Lumen wreckage on Arapahoe Road update.
- G. Signage in common areas.
- H. Landscape updates.
 - a. 2024 Quad Project updates.
 - b. Pine Beetle update.
 - c. Potential perches for raptors.
 - d. City of Aurora IGA updates – turf conversions and tree removal.
 - e. Snow removal for BJ Pell.

- f. Update on 2024 TRA turf conversions to natives, and to shrubs & xeriscaping (enclosures).
- I. 2023 Reimbursements received.
- J. Pool updates.
 - a. Security updates.
 - i. Review and consider approval of proposal from Arapahoe County Security Center for installation of panic bars on both pool gates in the amount of \$17,385.58 (enclosure).
 - ii. Review and consider approval of proposal from BW Technologies INC. for upgrade and installation of new Brivo system in the amount of \$7,030.00 (enclosure).
 - b. Discussion of Tiger Sharks swim team.
 - c. Pool Opening Day – Discuss and consider approval of dessert truck or other frozen treats.
- K. Discuss CLA flat fee arrangement.
 - a. Update on CLA staffing.
- L. Eblast reporting and responses from residents.
- M. Oil and Gas Commission updates.
- N. Playground inspection report (enclosure).

VII. OTHER MATTERS

- A. **Authority:** Next Board meeting is scheduled for July 16, 2024 at 6:00 p.m.

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

The next meeting is scheduled for July 16, 2024 at 6:00 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN’S REACH AUTHORITY AND TALLYNS REACH
METROPOLITAN DISTRICT NOS. 2 AND 3
HELD
OCTOBER 24, 2023

A joint special 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, October 24, 2023, at 11:00 a.m. This joint meeting was held virtually via Microsoft Teams and at the offices of CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 in the Mt. Evans Conference Room. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

Harry Yosten, President, in person
David Patterson, Vice-President/Assistant Secretary, in person
BJ Pell, Treasurer, in person
Brian Crandall, Assistant Secretary, via online

Director Dell’Orfano was absent and excused.

Directors in Attendance for MD 2:

BJ Pell, President, in person

No quorum was present for Tallyn’s Reach Metropolitan District No. 2

Directors in Attendance for MD 3:

David Patterson, President, in person
Harry Yosten, Vice President/Treasurer, in person
Brian Crandall, Assistant Secretary, via online

Directors Dell’Orfano and Huygen were absent and excused.

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron (“WBA”)
Celeste Terrell, Nic Carlson, and Terri Boroviak; CliftonLarsonAllen LLP (“CLA”)

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Director Yosten called the meeting to order at 11:04 a.m. Following discussion, upon motion duly made and seconded, the Board approved the Agenda, as presented, and excused the absence of Director Dell’Orfano of the Authority Board, and the absence of Directors Dell’Orfano, Barcus, and Huygen from the Tallyn’s Reach Metropolitan District No. 3.

RECORD OF PROCEEDINGS

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 WBA 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 the Tallyn's Reach Authority Board and the Tallyn's Reach Metropolitan District No. 3 Board for the meeting, the meeting location and posting of meeting notice.

The Board noted that there was not a quorum in attendance for Tallyn's Reach Metropolitan District No. 2.

PUBLIC COMMENT

None.

LEGAL MATTERS

Intergovernmental Agreement with the City of Aurora: Director Yosten reviewed the agreement with the Boards. Following discussion, upon a motion duly made and seconded, upon vote and unanimously carried, the Authority Board approved the Intergovernmental Agreement with the City of Aurora, subject to content remaining consistent with the topics discussed at the meeting.

FINANCIAL MATTERS

2024 Budget Workshop: Ms. Boroviak reviewed the 2024 Draft Budgets with the Boards. The Boards discussed revenue and expenditure items, noting that the changes regarding revenue and expenditure items will be reflected in the budgets to be presented at the meeting on November 14, 2023.

ADJOURNMENT

There being no further business to come before the Boards at this time, the meeting was adjourned at 11:55 a.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 3

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY
HELD
NOVEMBER 14, 2023

A special meeting of the Board of Directors of the Tallyn's Reach Authority, (referred to hereafter as the "Board") was convened on Tuesday, November 14, 2023, at 6:00 p.m. This special meeting was held at the Tallyn's Reach Clubhouse, 24900 E. Park Crescent Drive, Aurora, CO 80016, and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

Harry Yosten, President

BJ Pell, Treasurer

David Patterson, Vice President/Assistant Secretary

Mike Dell'Orfano, Assistant Secretary

Brian Crandall, Assistant Secretary

Also in Attendance Were:

Blair M. Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")

Celeste Terrell, Terri Boroviak, and Alex Clem; CliftonLarsonAllen LLP ("CLA")

Bill Barcus and Brian Baisch; Tallyn's Reach MD 2 Board Members

Julie Huygen; Tallyn's Reach MD 3 Board Member

Kathryn Hahn; New Bridge Strategy

Cindy Frey, Peter Maleski, and other members of the public.

ADMINISTRATIVE MATTERS

Call to Order and Agenda: The meeting was called to order at 7:08 p.m.

Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the Agenda, as amended, to add the deed with Aurora under Legal Matters and to move the presentation regarding the new bridge to the top of the agenda.

Disclosures of Potential Conflicts of Interest: Attorney Dickhoner advised the Board 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 WBA with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures

RECORD OF PROCEEDINGS

were acknowledged by the Board. Attorney Dickhoner inquired into whether members of the Board 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 quorum or to otherwise enable the Board to act.

Quorum, Location of Meeting and Posting of Meeting Notices: A quorum was confirmed for the meeting.

Happy 25th Anniversary to Talyn's Reach Being Approved by City of Aurora: Director Yosten mentioned the Authority's 25th anniversary, noting it is also the 5th anniversary of CLA managing the Authority. No action taken.

PUBLIC
COMMENT

Ms. Huygen noted her opposition to the fee increase and opposed contributing money to the HOA and social events.

CONSENT
AGENDA

The Board reviewed the Consent Agenda 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 by Director Crandall, seconded by Director Pell and, upon vote, unanimously carried, the Consent Agenda was approved, ratified and/or adopted, as amended to remove Item O: Ratify City of Aurora Intergovernmental Agreement since it has not been yet received.

- A. Approval of Minutes of the Regular Meeting on September 19, 2023.
- B. Ratify approval of Thirteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for tree trimming in the amount of \$4,333.34.
- C. Ratify approval of Fourteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for string trim native in the amount of \$2,260.80.
- D. Ratify approval of Fifteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for native seeding in the amount of \$47,668.81.
- E. Ratify approval of Sixteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for tree wrapping in the amount of \$3,646.00.
- F. Ratify approval of Seventeenth Addendum to Independent Contract Agreement with Brightview Landscape Services, Inc. for straw blanket installation in the amount of \$3,200.32.
- G. Adoption of Annual Administrative Resolution (2024).
- H. Ratify approval of Agreement with SavATree for holiday

RECORD OF PROCEEDINGS

decorations in the amount of \$14,872.00.

- I. Ratify approval of proposal from Brightview Landscape Services, Inc. for Emerald Ash Borer soil injection in the amount of \$8,166.67.
- J. Review and consider approval of proposal from Brightview Landscape Services, Inc. for 2024 perennial bed and shrub bed renovations in the amount of \$112,853.17.
- K. Review and consider approval of proposal from Brightview Landscape Services, Inc. for 2024 annual flowers in the amount of \$19,075.22.
- L. Ratify approval of Contractor Agreement with Chavez Services LLC for cul-de-sac construction in the amount of \$84,146.10.
- M. Ratify approval of Independent Contractor Agreement with New Bridge Strategy for online survey in the amount of \$5,000.00.
- N. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for winter 2023-2024 snow removal services.

FINANCIAL MATTERS

Reserve Study: Ms. Terrell reviewed the Reserve Study with the Board. The study is recommending approximately \$9 million in reserves with a 2024 special assessment.

Resident Study: Ms. Hahn presented her study to the Board.

Claims for Period Ending November 7, 2023 in the amount of \$466,785.49: Ms. Boroviak reviewed the claims with the Board. Following review, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the claims for period ending November 7, 2023 in the amount of \$466,785.49.

Unaudited Financial Statements as of September 30, 2023 and Schedule of Cash Position Updated as of November 9, 2023: Ms. Boroviak reviewed the financial statements and cash position with the Board. Following review, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the Unaudited Financial Statements as of September 30, 2023 and Schedule of Cash Position updated as of November 9, 2023.

Public Hearing to Consider Amendment of 2023 Budget and Adoption of Resolution to Amend 2023 Budget: The Board determined an amendment of the 2023 Budget was not needed.

Public Hearing on Proposed 2024 Budget and Adoption of Resolution to Adopt 2024 Budget and Appropriate Sums of Money: Ms. Boroviak

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reviewed the 2024 Budget with the Board, noting the \$15 increase for homes per quarter and \$5 per quarter for apartments.

Following review, the public hearing was opened at 8:10 p.m.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 8:11 p.m.

Upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, majority carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money. Director Dell'Orfano and Director Patterson opposed.

Engagement Letter with Wipfli LLP to Prepare 2023 Audit: Upon a motion duly made by Director Pell, seconded by Director Patterson and, upon vote, unanimously carried, the Board approved the engagement letter with Wipfli LLP to prepare the 2023 Audit.

District Accountant to Prepare the 2025 Budget: Upon a motion duly made by Director Patterson, seconded by Director Pell and, upon vote, unanimously carried, the Board appointed the District accountant to prepare the 2025 Budget.

District Accountant to Prepare the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and other interested parties: The Board determined this item was not needed.

LEGAL MATTERS

Proposition HH: Attorney Dickhoner reviewed the proposition with the Board.

City of Aurora Intergovernmental Agreement: The Board determined the item was not needed since no IGA has been received.

Fourth Amendment to Amended and Restated Resolution Concerning the Imposition of Authority Fees: Upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, majority carried, the Board adopted the Fourth Amendment to Amended

RECORD OF PROCEEDINGS

and Restated Resolution Concerning the Imposition of Authority Fees. Director Dell'Orfano and Director Patterson opposed.

Implementation of Accessibility Standards for Individuals with a Disability for Information Technology Systems Employed by the District: Attorney Dickhoner reviewed the information with the Board.

Deed with City of Aurora: Attorney Dickhoner and Director Yosten reviewed the deed with the Board, including maps of which areas will be deeded with the Authority. Following review, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the deed with the City of Aurora.

MANAGER MATTERS

IMEG Update: Director Yosten updated the Board on the retaining wall. The city claims letter was sent regarding changes to plans requiring re-engineering the wall to be wavy. Director Yosten is escalating this issue with the city.

Landscape Updates:

Proposal from Brightview Landscape Services for 2024 Landscape Maintenance Services: Upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the proposal from Brightview Landscape Services for 2024 Landscape Maintenance Services.

Proposal from Radiant Lighting Services, Inc. for 2024 Lighting Maintenance Services: Upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the proposal from Radiant Lighting Services, Inc. for 2024 Lighting Maintenance Services.

Open Space Management Proposal for Weed and Native Plant Management Program 2024 with Ark Ecological Services, LLC: Upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the Open Space Management Proposal for Weed and Native Plant Management Program 2024 with Ark Ecological Services, LLC, up to \$100,000.

RECORD OF PROCEEDINGS

Proposal for 2024 Irrigation Management with ET Irrigation Management Specialist LLC: Upon a motion duly made by Director Dell’Orfano, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the proposal for 2024 Irrigation Management with ET Irrigation Management Specialist LLC.

Closing of 2023 Landscaping Season: Ms. Terrell provided an update to the Board, stating trees have been limbed and Brightview is prepared for the snow.

Pool Updates:

Pool and Clubhouse Management Transition: Ms. Terrell provided an update to the Board.

Agreement with Front Range Recreation for Pool and Clubhouse Management for 2024: Upon a motion duly made by Director Pell, seconded by Director Dell’Orfano and, upon vote, unanimously carried, the Board approved the agreement with Front Range Recreation for pool and clubhouse management for 2024.

Termination with YMCA for Pool and Clubhouse Management Services Effective December 31, 2023: Upon a motion duly made by Director Dell’Orfano, seconded by Director Pell and, upon vote, unanimously carried, the Board ratified the termination with YMCA for pool and clubhouse management services, effective December 31, 2023.

Proposal from Heatherly Creative, LLC for 2024 Website Administration: Upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the proposal from Heatherly Creative, LLC for 2024 website administration.

Master Service Agreement and Statements of Work with CliftonLarsonAllen LLP for 2024 Accounting, Management and Billing Services: Upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, majority carried, the Board approved the MSA and SOWs with CLA for 2024 accounting, management and billing services. Director Patterson abstained.

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2024 Insurance Renewal:

Worker's Compensation Insurance Coverage: Upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved insurance renewals for 2024, including worker's compensation insurance.

Graffiti Vandalism and Reward Offering: Ms. Terrell and Director Yosten review the vandalism and reward offering with the Board. The graffiti is in the process of being removed.

OTHER MATTERS

Authority – Next Board Meeting on March 19, 2024, at 6:00 p.m.:
Confirmed.

EXECUTIVE SESSION

Executive session of the Board of Directors for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes, as it relates to collection of unpaid fees, and pool and clubhouse management, pursuant to § 24-6-402(4)(e), Colorado Revised Statutes: Pursuant to Section 24-6-402(4)(b), C.R.S., upon a motion duly made by Director Yosten, seconded by Director Patterson and, upon vote, unanimously carried, the Board entered into Executive Session at 9:24 p.m.

Upon a motion duly made by Director Pell, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board reconvened into regular session at 9:35 p.m.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board adjourned the meeting at 9:37 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

INDEPENDENT CONTRACTOR AGREEMENT
(OPEN SPACE MANAGEMENT SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of January, 2024, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and ARK ECOLOGICAL SERVICES, LLC, a Colorado limited liability company (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, 2024.

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

Contractor: Ark Ecological Services, LLC
 6560 Dover Street
 Arvada, CO 80004
 Attention: Raymond Sperger
 Phone: (303) 985-4849
 Email: ersperger@gmail.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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **EXHIBIT A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **EXHIBIT A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than

thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **EXHIBIT A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **EXHIBIT A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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 Open Space Management Services with Ark Ecological Services, LLC, dated January 26, 2024

EXHIBIT A

Weed and Native Plant Management Program Options and Costs for 2024

<i>Plan</i>	<i>Weed and Native Plant Management Program</i>	<i>Cost</i>
Standard Plan	Herbicide applications combining 1 broadcast applications where needed and 2-3 spot applications where diverse stands of native wildflowers and woody native plants are found and weeds are dispersed.* To the degree possible cheatgrass infestations will be managed as well with Esplanade.	Time and materials not to exceed \$100,000
Open Space Tree Well Management	Apply herbicides in all tree and shrub wells in the open spaces only as needed to control weeds.	Included in above costs
Turf Conversion Management	Manage weeds in sites within the Tallyn's Reach where irrigated bluegrass areas (turf areas) are being converted to native water saving grasses.	Included in above costs
Trail Side Management	Manage weeds along trails within the Tallyn's Reach owned open space mapped areas.	Included in above costs

*To the extent possible, native wildflower populations that are susceptible to broadleaf herbicides will not be sprayed.

Estimated Weed Management Costs Over Time. As weeds are controlled through time the seed bank in the soil is depleted and fewer weeds come up each year. Selective applications of herbicides give **both** native grasses and native wildflowers a competitive advantage, thereby increasing the beauty of the area and crowding out space for weeds. In highly infested sites or areas with extensive disturbance, ecological restoration (revegetation) is teamed with weed control to encourage the replacement of weeds with natives. With one application this fall, and 2-3 herbicide application per year in the future, the costs for future control efforts will decline as the weed seed bank in the soil is depleted.

Ecological Restoration Projects

<u>Recommended Actions:</u>	<u>Cost</u>
<u>Restoration Projects</u>	
Small and medium size restoration areas for seeding and planting are located in various areas throughout the site.	\$50,000
<u>Drainage area at the Biloxi Ct. Test Site identified on the Sept. 6, 2021 Site Assessment and Walk Through</u>	To be determined

Proposed Schedule: (Based on the this Plan and on typical weather patterns)

March- November	Complete all herbicide applications on Diffuse Knapweed, various Thistle Species, Mullein, Bindweed, and other noxious weeds. Spray post-emergent and/or pre-emergent herbicides on cheatgrass areas as time and financial resources allow.
Late October or November	Restore small bare ground areas that are currently weed free. Develop a list of potential restoration sites for future budget consideration. Complete Open Space Management Proposal for 2025.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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,

Ark Ecological Services, LLC

is a

Limited Liability Company

formed or registered on 12/30/2005 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 20051485006 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2024 that have been posted, and by documents delivered to this office electronically through 01/26/2024 @ 15:38:22 .

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 01/26/2024 @ 15:38:22 in accordance with applicable law. This certificate is assigned Confirmation Number 15696763 .



Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <http://www.coloradosos.gov/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 website, <http://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**EIGHTEENTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Willow Shrub Removal)**

This **EIGHTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Eighteenth Addendum**”) is entered into on the 11th day of December, 2023, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023, and that *Thirteenth Addendum to Independent Contractor Agreement (Tree Trimming)*, dated September 29, 2023, and that *Fourteenth Addendum to Independent Contractor Agreement (String Trim Native)*, dated September 29, 2023, and that *Fifteenth Addendum to Independent Contractor Agreement (Native Seeding)*, dated October 5, 2023, and that *Sixteenth Addendum to Independent Contractor Agreement (Tree Wrapping)*, dated October 6, 202, and that *Seventeenth Addendum to Independent Contractor Agreement (Straw Blanket Installation)*, dated October 18, 2023 (collectively the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Eighteenth Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Eighteenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.
4. COUNTERPART EXECUTION. This Eighteenth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Eighteenth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Signature

Title

Signature Page to Eighteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated December 11, 2023

EXHIBIT A



November 27, 2023
Page 1 of 3

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	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Remove all Willow shrubs along back fence line at 24212 E. Ottawa Pl.		
Project Description	Remove all Willow shrubs along back fence line @ 24212 E. Ottawa Pl. (see photo and map for location)		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Dump Rate
1.00	LUMP SUM	Remove all Willow shrubs along back fence line @ 24212 E. Ottawa Pl. (see photo and map for location)

Images

TRA Willow shrubs



IMG_2149





Proposal for Extra Work at Tallyn's Reach Authority

IMG_2145



For Internal use only

SO# 8289772
JOB# 400300815
Service Line 130

Total Price \$4,533.90

INDEPENDENT CONTRACTOR AGREEMENT
(WINTER WATERING)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of November, 2023, 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) March 31, 2024.

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 B**. 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 B** 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-1**.

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

Contractor: Brightview Landscape Services, Inc.
 8888 N. Motsenbocker Rd., Suite A
 Parker, CO 80134
 Attention: Brian Marcinowski
 Email: brian.marcinowski@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 District, 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 Winter Watering Services with Brightview Landscape Services, Inc., dated November 20, 2023

EXHIBIT A
SCOPE OF SERVICES



September 26, 2023
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	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2023-2024 Winter Watering		
Project Description	2023-2024 Winter Watering		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
9.00	DAY	November Winter Watering	\$900.00	\$8,100.00
9.00	DAY	December Winter Watering	\$900.00	\$8,100.00
9.00	DAY	January Winter Watering	\$900.00	\$8,100.00
9.00	DAY	February Winter Watering	\$900.00	\$8,100.00
9.00	DAY	March Winter Watering	\$900.00	\$8,100.00

We are bidding to do 9 days per month of watering of trees. First priority will be to water all new trees that were planted in 2023. Next we will focus on Maples, Ornamental trees such as Crabapples etc. and evergreens including pines and spruce. Once we are done with those we can move to other species that are needing water. 9 days is an estimate. If we need additional days to complete the watering we will need to approve additional funds.

For Internal use only

SO# 8239889
JOB# 400300615
Service Line 130

Total Price \$40,500.00

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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 11/20/2023 that have been posted, and by documents delivered to this office electronically through 11/21/2023 @ 09:59:41 .

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 11/21/2023 @ 09:59:41 in accordance with applicable law. This certificate is assigned Confirmation Number 15504214 .



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 website 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 website, <https://www.coloradosos.gov/nc/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 website: <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MANAGEMENT)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of November, 2023, 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, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District 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 B**. 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 B** 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-1**.

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 N. Motesenbocker Rd., Suite A
Parker, CO 80134
Attention: Brian Marcinowski
Email: brian.marcinowski@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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of

any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months¹, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. 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.

36. 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.

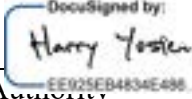
[Signature pages follow].

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



Authority's Signature Page to Independent Contractor Agreement for Landscape Management Services with BrightView Landscape Services, Inc., dated November 20, 2023

EXHIBIT A

SCOPE OF SERVICES

Description of Services:

XI. "Service Specifications for Contract Landscape Management."

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Account Management:

A. Weekly Reporting: Included Frequency: Weekly (30x) during the growing season and every other week (11x) during winter months

Contractor will provide a weekly checklist of contracted maintenance items that were performed during the prior week. Contractor will also keep these reports for documentation purposes to ensure all obligations have been fulfilled during the term of the contract.

B. Monthly Property Review with Client: Included Frequency: 12

On a monthly basis, contractor will review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. Turf Care:

A. Mowing: Included Frequencies: 26

Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. String Trimming: Included Frequencies 26

A. Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging: Included Frequencies: 13

All turf areas adjacent to sidewalks shall be edged.

D. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. Post Emergent Broadleaf Weed Control: Included Frequencies: 2

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

H. Preemergent Control: Included Frequencies: 1

Turf shall be kept reasonably free of grassy weeds by the use of chemical herbicide to promote a healthy

appearance.

IV. **Shrubs and Bed Areas:**

B. **Pruning:**

a. **Shrub Pruning:** *Included Frequencies: 2*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

b. Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

c. Perennial cut back will be done one time per year, typically in the fall. Perennial dead heading will be done as necessary throughout the growing season.

C. **Weed Control:** *Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. **Tree Care:**

A. **Limbing:** *Included Frequencies: 1*

Pruning of all applicable trees over 8-10' height will be accomplished via a separate work order.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

VI. **Native Areas:**

A. **Native Beauty Bands:** *Included Frequencies: 2 (along sidewalks)*

Designated and established beauty bands will be cut at the most appropriate times of the season (as agreed upon by the contractor and client). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas, areas designated for drainage, or other such informal native areas are not included as part of the scope of work.

VII. **Landscape Debris & Trash Cleanup:**

A. **Growin Season:** *Included Frequencies: 30*

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. **Dormant Season:** *Included Frequencies: 22*

All landscape areas shall be inspected, and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

C. **Pet Waste Station and Trash Cans:** *Included Frequencies: 52*

All community pet waste stations to be checked and liners disposed of and replaced as needed. Pet Waste bags to be refilled by Contractor, with costs of bags to be paid for by Contractor. This excludes the policing of the grounds to remove pet waste from landscaped areas

VIII. **Spring Cleanup:** *Included Frequencies: 1*

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise outlined in Exhibit B.

debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Fall Cleanup: *Included Frequencies: 2*

Typically, in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless indicated in Exhibit B leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Unless otherwise outlined in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

XII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

XIII. **ADDITIONAL SERVICES AVAILABLE**

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Tree Trimming
2. Plant Health Care
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Winter Watering
5. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation

EXHIBIT B
COMPENSATION SCHEDULE

Table A: Recurring Service Fee:

Total Recurring Service Fee	
January -	\$22,497
February -	\$22,497
March -	\$22,497
April -	\$22,497
May -	\$22,497
June -	\$22,497
July -	\$22,497
August -	\$22,497
September -	\$22,497
October -	\$22,497
November -	\$22,497
December -	\$22,497
Total Service Fee -	\$269,964

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of January (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs	As Needed	\$70/man hour	TBD
		\$	\$
		\$	\$
		\$	\$

EXHIBIT B-1
CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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 11/20/2023 that have been posted, and by documents delivered to this office electronically through 11/21/2023 @ 09:59:41 .

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 11/21/2023 @ 09:59:41 in accordance with applicable law. This certificate is assigned Confirmation Number 15504214



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 website 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 website, <https://www.coloradosos.gov/bsic/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 website, https://www.coloradosos.gov/bsic/Businesses,trademarks,trade_names and select "Frequently Asked Questions."

Certificate Of Completion

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 Subject: Complete with DocuSign: Tallyn's Reach - AGMT - Brightview Landscape (Landscape Mgmt 2024)
 Client Name: Tallyn's Reach Authority
 Client Number: A267075-OS07-2023
 Source Envelope:
 Document Pages: 25 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Cindy Jenkins
 AutoNav: Enabled 220 S 6th St Ste 300
 Envelopeld Stamping: Enabled Minneapolis, MN 55402-1418
 Time Zone: (UTC-06:00) Central Time (US & Canada) Cindy.Jenkins@claconnect.com
 IP Address: 73.229.160.48

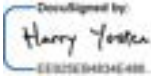
Record Tracking

Status: Original Holder: Cindy Jenkins Location: DocuSign
 11/30/2023 4:28:53 PM Cindy.Jenkins@claconnect.com

Signer Events

Harry Yosten
 hpyvice@aol.com
 President
 Security Level: Email, Account Authentication (None)

Signature


Devolgined by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 73.243.252.199
 Signed using mobile

Timestamp

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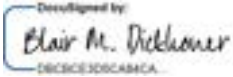
BJ Pell
 bjnstev95@yahoo.com
 Secretary
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Drawn on Device
 Using IP Address: 172.59.228.17
 Signed using mobile

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Blair M. Dickhoner
 bdickhoner@wbapc.com
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Pre-selected Style
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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		
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Emilee Hansen ehansen@wbapc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/30/2023 8:25:18 PM
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Sara Rutman Sara.Rutman@brightview.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/4/2023 10:28:37 AM ID: d8056422-68f3-4646-ada6-1a2268e8a649	COPIED	Sent: 11/30/2023 8:25:20 PM Viewed: 12/1/2023 8:40:08 AM
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Completed	Security Checked	11/30/2023 8:25:20 PM
Payment Events		
	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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..

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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
(2024 POND MAINTENANCE)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28th day of February, 2024, 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, 2024.

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 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
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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 N. Motsenbocker Rd., Suite A
 Parker, CO 80134
 Attention: Brian Marcinowski
 Email: brian.marcinowski@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.

33. 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. 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 District, 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 Pond Maintenance Services with Brightview Landscape Services, dated February 28, 2024

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 _____, 2024, 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 2024 Pond Maintenance with Tallyn’s Reach Authority, dated February 28, 2024

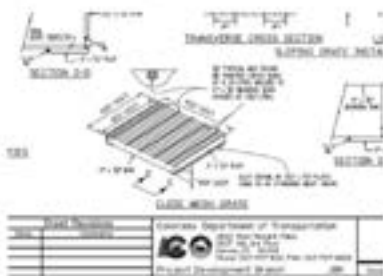
EXHIBIT A SCOPE OF SERVICES

Scope of Work

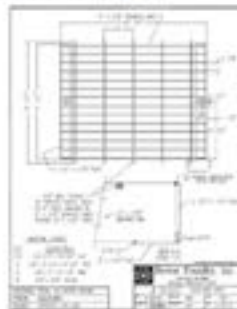
QTY	UoM/Size	Material/Description	Unit Price	Total
Misc.			Subtotal	\$9,188.00
1.00	LUMP SUM	Drive Time Labor	\$3,140.00	\$3,140.00
1.00	LUMP SUM	Freight/Delivery	\$3,240.00	\$3,240.00
1.00	LUMP SUM	Skid Steer Rental	\$1,298.00	\$1,298.00
1.00	LUMP SUM	Mini Excavator Rental	\$1,512.00	\$1,512.00
Pond #9			Subtotal	\$18,612.50
1.00	LUMP SUM	Remove debris, vegetation and sediment from South Forbay, North Forbay, Micro Pool, Outlet Structure and Tickle Channel.	\$7,536.00	\$7,536.00
1.00	LUMP SUM	Disposal of vegetation and debris being removed from forbay, micro pool and trickle channel	\$2,212.10	\$2,212.10
1.00	LUMP SUM	Mow all vegetation around pond. (mulching blades will be used to mulch up debris. mulch up native grass will be left onsite)	\$4,144.80	\$4,144.80
1.00	LUMP SUM	Re-attach plate and caulk around sides of plate in outlet structure	\$736.00	\$736.00
1.00	LUMP SUM	purchase (1) and install gate on (1) outlet structure	\$2,690.00	\$2,690.00
1.00	LUMP SUM	Minor regrading and broadcast seed over area disturbed during work.	\$1,293.60	\$1,293.60
Pond #12			Subtotal	\$13,629.01
1.00	LUMP SUM	Remove debris, vegetation and sediment from Forbay, Micro Pool, Outlet Structure and Tickle Channel.	\$5,024.00	\$5,024.00
1.00	LUMP SUM	Disposal of vegetation and debris being removed from forbay, micro pool and trickle channel	\$1,835.01	\$1,835.01
1.00	LUMP SUM	Mow all vegetation around pond.	\$942.00	\$942.00
1.00	LUMP SUM	purchase (1) and install gate on (1) outlet structure	\$2,690.00	\$2,690.00
1.00	LUMP SUM	Jet clean under drains	\$2,500.00	\$2,500.00
1.00	LUMP SUM	Minor regrading and broadcast seed over area disturbed during work.	\$638.00	\$638.00

Images

grate spec drawing



Screenshot 2024-02-02 11:43:00



Total Price \$41,429.51

EXHIBIT B
CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BrightView Acquisition Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above BrightView Landscapes, LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P.O. BOX 740655	Requester's name and address (optional)
	6 City, state, and ZIP code ATLANTA, GA 30374-0655	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	or
Employer identification number	
4 6 - 4 1 9 0 7 8 8	

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 cross 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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Colleen Cartellone</i>	Date ▶ 01/01/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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:

- 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 (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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2023

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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 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 Motsenbocker Road, Suite A Parker CO 80134 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570101800740 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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	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 - COMP/OP AGG	\$5,000,000
A	<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 H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<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			WLCRC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

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
--	--

Holder Identifier : BC

Certificate No : 570101800740



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: XSL G47325857 001

Endorsement Number: TBD

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 02/21/2024 that have been posted, and by documents delivered to this office electronically through 02/22/2024 @ 14:40:03 .

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 02/22/2024 @ 14:40:03 in accordance with applicable law. This certificate is assigned Confirmation Number 15775374 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
2024 PERENNIAL/SHRUB BED RENOVATION

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 14th day of February, 2024, 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, 2024.

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

Contractor: Brightview Landscape Services, Inc.
 8888 N. Motsenbocker Rd., Suite A
 Parker, CO 80134
 Attention: Brian Macinowski
 Email: brian.marcinowski@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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **EXHIBIT A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **EXHIBIT A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than

thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **EXHIBIT A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **EXHIBIT A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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 2024 Perennial and Shrub Bed Renovation Services with Brightview Landscape Services, Inc., dated February 14, 2024

EXHIBIT A**SCOPE OF SERVICES/COMPENSATION****Scope of Work**

Irrigation adjustments are not included with this price and will be done at time and material rates and billed along with this invoice.

Area around fountain at clubhouse will be a mix of perennials and shrubs. list of potential shrubs and perennials are listed on each line items. all items listed may not be included in design. these are just the potential list of item.

QTY	UoM/Size	Material/Description	Total
Misc.			\$6,758.12
1.00	LUMP SUM	Drive Time Labor	
1.00	LUMP SUM	Freight/Delivery	
1.00	LUMP SUM	Dump Rate	
1.00	LUMP SUM	Skid Steer Rental	
Clubhouse Entrance at fountain (1)			\$9,561.86
1.00	LUMP SUM	removal of lambs ear and plant material that will be changed out	
100.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed (mix of Jupiters Beard, Candy Tuft, Moonbeam Coreopsis, Salvia)	
30.00	EACH	Shrub 5 gal. Shrub/Perennial Installed (mix of Spirea, burning bush and dogwood)	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed (mix of Manzanita)	
10.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
1.00	LUMP SUM	Faux boulder to cover electrical outlet	
Island across from clubhouse (2)			\$12,051.93
1.00	LUMP SUM	Removal of all plant material. Evergreen trees will remain.	
80.00	LINEAR FEET	Green Pro - Edging Installed	
2.00	CUBIC YARD	Fill Dirt - Amendment Installed (to build berm for dry waterfall)	
200.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
4.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed	

1.50	TON	Cobblestone 2-4 - TON Rock/Gravel Installed
1.50	TON	Cobblestone 4-8 - TON Rock/Gravel Installed
1.50	TON	Cobblestone 5-12 - TON Rock/Gravel Installed
4.00	TON	Granite Boulders - TON Boulders Installed 9 (approximately 3 ton for the large dry water fall, 1 ton for the second small fall)
16.00	EACH	ASTER, PURPLE DOME - 1 gal. Shrub/Perennial Installed
13.00	EACH	CANDY TUFT (white) - 1 gal. Shrub/Perennial Installed
6.00	EACH	GRASS, DWARF MAIDEN - 1 gal. Shrub/Perennial Installed
11.00	EACH	GRASS, DWARF FOUNTAIN - 1 gal. Shrub/Perennial Installed
3.00	EACH	SPRUCE, HEXENBENSEN JASPER 3 gal. Shrub/Perennial Installed
4.00	EACH	BUTTERFLY BUSH TRICOLOR [®] 5 gal. Shrub/Perennial Installed
5.00	EACH	DOGWOOD, IVORY HALO 5 gal. Shrub/Perennial Installed
5.00	EACH	LILAC, MISS KIM 5 gal. Shrub/Perennial Installed
4.00	EACH	MANZANITA, COLORADO 5 gal. Shrub/Perennial Installed
8.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
Island end cap at Frost (3)		
		\$2,645.67
1.00	LUMP SUM	Removal of Cobble
1.00	TON	Granite Boulders - TON Boulders Installed
29.00	EACH	BLANKETFLOWER, BURGUNDY - 1 gal. Shrub/Perennial Installed
33.00	EACH	LEADWORT - 1 gal. Shrub/Perennial Installed
1.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
Bed at bottom of stairs west side of park (4)		
		\$9,136.56
1.00	LUMP SUM	Clearing out all plant material minus trees
14.00	EACH	SPIREA, ANTHONY WATERER 5 gal. Shrub/Perennial Installed
10.00	EACH	MANZANITA, PANCHITO 5 gal. Shrub/Perennial Installed
6.00	EACH	HEXENBENSEN JASPER SPRUCE, 3 gal. Shrub/Perennial Installed
2.00	TON	Granite Boulders - TON Boulders Installed (2 boulders, one in each bed)
23.00	EACH	CANDY TUFT (white) - 1 gal. Shrub/Perennial Installed
20.00	EACH	DIANTHUS, FLASHLIGHT - 1 gal. Shrub/Perennial Installed
30.00	LINEAR FEET	Green Pro - Edging Installed

700.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed
10.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed
2.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
corner bed at park (5)		
		\$29,109.92
1.00	LUMP SUM	Removal of all plant material including 3 crabapple trees. Evergreen trees will remain. Also remove grass under pine trees to extend bed to include pine trees to reduce on difficult mowing
240.00	LINEAR FEET	Green Pro - Edging Installed
5.00	CUBIC YARD	Fill Dirt - Amendment Installed (to build berm for dry waterfall)
600.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed
10.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed
5.00	TON	Cobblestone 2-4 - TON Rock/Gravel Installed
5.00	TON	Cobblestone 4-8 - TON Rock/Gravel Installed
5.00	TON	Cobblestone 8-12 - TON Rock/Gravel Installed
10.00	TON	Granite Boulders - TON Boulders Installed 9 (approximately 5 ton for the large dry water fall, 2 ton for the second small fall, and 3 ton to fill in bed with smaller boulders)
25.00	EACH	ASTER, PURPLE DOME - 1 gal. Shrub/Perennial Installed
24.00	EACH	CANDY TUFT (white) - 1 gal. Shrub/Perennial Installed
18.00	EACH	GRASS, DWARF MAIDEN - 1 gal. Shrub/Perennial Installed
33.00	EACH	GRASS, DWARF FOUNTAIN - 1 gal. Shrub/Perennial Installed
8.00	EACH	SPRUCE, HEXENBENSEN JASPER 3 gal. Shrub/Perennial Installed
9.00	EACH	BUTTERFLY BUSH 'TRICOLOR' 5 gal. Shrub/Perennial Installed
5.00	EACH	DOGWOOD, IVORY HALO 5 gal. Shrub/Perennial Installed
10.00	EACH	MANZANITA, COLORADO 5 gal. Shrub/Perennial Installed
20.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
Glasgow Cir/Glasgow Dr. (6)		
		\$8,071.66
1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.
41.00	EACH	ASTER, PURPLE DOME - 1 gal. Shrub/Perennial Installed
21.00	EACH	CANDY TUFT (white) - 1 gal. Shrub/Perennial Installed
23.00	EACH	DIANTHUS, FLASHLIGHT - 1 gal. Shrub/Perennial Installed
11.00	EACH	MANZANITA, PANCHITO 5 gal. Shrub/Perennial Installed

11.00	EACH	SPIREA, ANTHONY WATERER Shrub/Perennial Installed	
8.00	EACH	SNOWBERRY Shrub/Perennial Installed	
2.00	TON	Granite Boulders - TON Boulders Installed	
7.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Monument at Irish and Aurora Parkway (7)			\$1,207.82
1.00	LUMP SUM	Removal of all plant material and debris	
100.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
3.00	TON	Cobblestone 2-4 - TON Rock/Gravel Installed	
Bed at TRP and Arapahoe South side (8)			\$3,104.59
1.00	LUMP SUM	Removal cobble in preparation for plant material install	
1.00	TON	Granite Boulders - TON Boulders Installed	
30.00	EACH	COREOPSIS, MOON BEAM - 1 gal. Shrub/Perennial Installed	
13.00	EACH	CONEFLOWER, MAGNUS/PURPLE - 1 gal. Shrub/Perennial Installed	
18.00	EACH	DAISY, AFRICAN (WHITE) - 1 gal. Shrub/Perennial Installed	
2.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Glasgow Dr. and Geddes Cir (9)			\$3,432.44
1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.	
13.00	EACH	SPIREA, ANTHONY WATERER Shrub/Perennial Installed	
13.00	EACH	MANZANITA, PANCHITO 5 gal. Shrub/Perennial Installed	
15.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	
3.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Glasgow Dr. and Geddes Cir. (10)			\$5,401.36
1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.	
14.00	EACH	SPIREA, ANTHONY WATERER 5 gal. Shrub/Perennial Installed	
13.00	EACH	MANZANITA, PANCHITO 5 gal. Shrub/Perennial Installed	
15.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	
1.00	EACH	CRABAPPLE, PRAIRIEFIRE - 2" Deciduous Tree Installed	
50.00	LINEAR FEET	Green Pro - Edging Installed	
5.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Fill in beds at Either corner of Park Crescent (11)			\$3,405.23

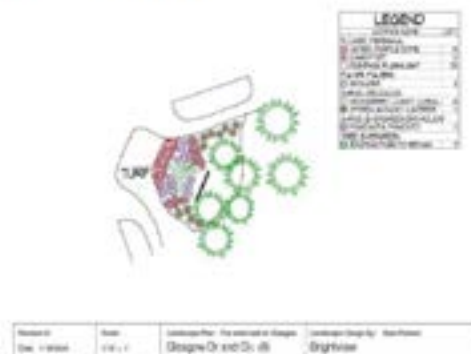
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
10.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Fill in beds at Indore and Glasgow (12)			\$18,349.50
20.00	EACH	SPIREA, ANTHONY WATERER 5 gal. Shrub/Perennial Installed	
12.00	EACH	DOGWOOD, IVORY HALO 5 gal. Shrub/Perennial Installed	
20.00	EACH	MANZANITA, PANCHITO 5 gal. Shrub/Perennial Installed	
20.00	EACH	BUTTERFLY BUSH, DWARF 5 gal. Shrub/Perennial Installed	
12.00	EACH	SPRUCE, GLOBE 3 gal. Shrub/Perennial Installed	
39.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	

Images

Geddes and Glasgow WS 9



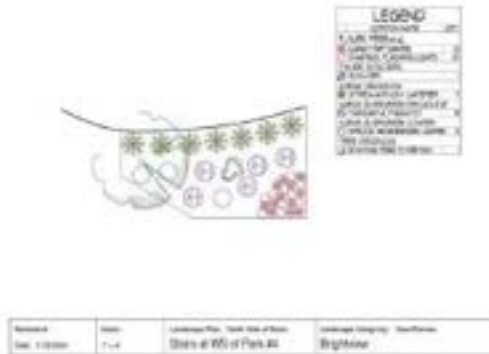
Glasgow dr and cir 6



Median across from club house 2



Stairs at WS of Park 4 north bed



Stairs at WS of park 4 south bed



2024 tra enhancement map



EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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 02/07/2024 that have been posted, and by documents delivered to this office electronically through 02/08/2024 @ 14:47:05 .

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 02/08/2024 @ 14:47:05 in accordance with applicable law. This certificate is assigned Confirmation Number 15736277 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Emerald Ash Borer Soil Injection)

This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 11th day of December, 2023, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated November 20, 2023 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this First Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.

2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.

3. **AGREEMENT.** Except as expressly modified by this First Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. **COUNTERPART EXECUTION.** This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Signature

Title

Signature Page to First Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated December 11, 2023

EXHIBIT A



August 04, 2023
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	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021

Project Name Emerald Ash Borer Soil Injection
 Project Description Emerald Ash Borer Soil Injection

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Emerald Ash Borer Soil Injection for all Ash Trees (March

For Internal use only

SO# 8192488
 JOB# 400300815
 Service Line 130

Total Price \$8,166.67

**THIRD ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(2024 Tree Maintenance/Plant Health Care)**

This **THIRD ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Third Addendum**”) is entered into on the 5th day of January, 2024, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated November 20, 2023; and that First Addendum to the Independent Contractor Agreement (Emerald Ash Borer Soil Injection), dated December 11, 2023; and that Second Addendum to the Independent Contractor Agreement (2024 Perennial Bed Renovation), dated December 11, 2023 (collectively the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Third Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. **AGREEMENT.** Except as expressly modified by this Third Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Third Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Third Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation



Signature

Aaron Lott, Director of Finance
Title

Signature Page to Third Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated January 5, 2024

EXHIBIT A



September 26, 2023
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	2024 Tree Maintenance/Plant Health Care		
Project Description	2024 Tree Maintenance/Plant Health Care		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1st IPS Beetle				Subtotal
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (1st application)	\$31,403.51	\$31,403.51
2nd IPS Beetle				Subtotal
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (2nd application)	\$31,403.51	\$31,403.51
Lilac Ash Borer				Subtotal
1.00	LUMP SUM	Lilac Ash Borer to all Ash Trees	\$11,052.63	\$11,052.63
1st Aphid and Mite				Subtotal
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (1st application)	\$9,649.12	\$9,649.12
2nd Aphid and Mite				Subtotal
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (2nd application)	\$9,649.12	\$9,649.12
3rd Aphid and Mite				Subtotal
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (3rd application)	\$9,649.12	\$9,649.12
Mealy Bug				Subtotal
1.00	LUMP SUM	Mealy Bug Application	\$2,543.86	\$2,543.86

For Internal use only

SOP 8239853
JOB# 400300615
Service Line 130

Total Price \$105,350.87

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8889 Mosierbocker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-3177

**FOURTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(2024 Annual Flowers)**

This **FOURTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fourth Addendum**”) is entered into on the 11th day of January, 2024, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated November 20, 2023; and that First Addendum to the *Independent Contractor Agreement (Emerald Ash Borer Soil Injection)*, dated December 11, 2023, and that Second Addendum to the *Independent Contractor Agreement (2024 Perennial Bed and Renovation)*, dated December 11, 2023 (collectively the “**Agreement**”); and that Third Addendum to the *Independent Contractor Agreement (2024 Tree Maintenance and Plant Health Care)*, dated January 5, 2024 (collectively the “**Agreement**”);and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Fourth Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Fourth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Fourth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Fourth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date Fourth above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Signature

Title

Signature Page to Fourth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated January 11, 2024

EXHIBIT A



January 10, 2024
Page 1 of 3

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	Updated 2024 Annual Flowers		
Project Description	2024 Annual Flowers		

Scope of Work

QTY	UoM/Size	Material/Description
Annual Flower Beds (See attached map for included beds)		
2.00	CUBIC YARD	BioComp Compost - Amendment Installed
500.00	SQUARE FEET	Prep/Till/Grade Labor
23.00	EACH	PETUNIA purple wave 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	SALVIA Evolution Violet 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Cosmos Sonata Red Shades 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Snapdragon Snaptastic Yellow 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Zinnia Zahara Double White 10-4 pack flat Seasonal (Annual) Color Installed
1.00	LUMP SUM	Bi-Weekly Maintenance

Proposal for Extra Work at Tallyn's Reach Authority

Images

annual bed location map
2024_638337621743560117_638337620532806880



For Internal use only

SO# 8264517
JOB# 400300615
Service Line 130

Total Price \$15,046.15



**FIFTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Flower Pots for Pool)**

This **FIFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fifth Addendum**”) is entered into on the 14th day of February, 2024, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated November 20, 2023; and that First Addendum to the *Independent Contractor Agreement (Emerald Ash Borer Soil Injection)*, dated December 11, 2023, and that Second Addendum to the *Independent Contractor Agreement (2024 Perennial Bed and Renovation)*, dated December 11, 2023 (collectively the “**Agreement**”); and that Third Addendum to the *Independent Contractor Agreement (2024 Tree Maintenance and Plant Health Care)*, dated January 5, 2024, and that Fourth Addendum to the *Independent Contractor Agreement (2024 Annual Flowers)*, dated January 11, 2024, (collectively the “**Agreement**”);and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Fifth Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.

2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.

3. AGREEMENT. Except as expressly modified by this Fifth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Fifth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Fifth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date Fifth above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Signature

Title

Signature Page to Fifth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated February 14, 2024

EXHIBIT A

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

Project Name: Flower Pots for Pool area near kiddly pool

Project Description: Flower Pots for Pool area near kiddly pool

Scope of Work

Fiberglass Square pot measurements

24" square x 27" hieght

15" bottom of pot diameter

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Freight/Delivery	\$1,512.00	\$1,512.00
1.00	LUMP SUM	Remove plant material in bed to make room for pot install	\$188.40	\$188.40
5.00	EACH	Toumesol DR 2400 square pot (grey color) Fiberglass	\$1,558.72	\$7,793.60
5.00	EACH	Irrigation insert product number CWM-R11142K	\$771.12	\$3,855.60
2.00	CUBIC YARD	Planters mix - Amendment Installed	\$161.72	\$323.44
1.00	TON	3/4" Mountain Granite - TON Rock/Gravel Installed	\$200.33	\$200.33
1.00	EACH	DAHLIA VENTI Royal Purple - 4.5" Seasonal (Annual) Color Installed (per flat cost)	\$163.40	\$163.40
2.00	EACH	POTATO VINE GREEN - 3.5" Seasonal (Annual) Color Installed (per flat cost) 18/3.5	\$202.62	\$405.04
4.00	EACH	EASY WAVE PETUNIA SILVER - Seasonal (Annual) Color Installed (per flat cost) 6/6 PACK	\$129.24	\$516.96
3.00	EACH	Zinnia Profusion Yellow - Seasonal (Annual) Color Installed (per flat cost) 10/4 PACK	\$119.08	\$357.25

pots



**SIXTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(2024 TURF TO NATIVE CONVERSION)**

This **SIXTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Sixth Addendum**”) is entered into on the 5th day of March, 2024, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated November 20, 2023; and that First Addendum to the *Independent Contractor Agreement (Emerald Ash Borer Soil Injection)*, dated December 11, 2023; and that Second Addendum to the *Independent Contractor Agreement (2024 Perennial Bed and Renovation)*, dated December 11, 2023; and that Third Addendum to the *Independent Contractor Agreement (2024 Tree Maintenance and Plant Health Care)*, dated January 5, 2024, and that Fourth Addendum to the *Independent Contractor Agreement (2024 Annual Flowers)*, dated January 11, 2024; and that Fifth Addendum to the *Independent Contractor Agreement (Flower Pots for Pool)*, dated February 1, 2024 (collectively the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Sixth Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.

2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.

3. AGREEMENT. Except as expressly modified by this Sixth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Sixth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Sixth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Remainder of page intentionally left blank. Signature page follows.

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 to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Signature

Title

Signature Page to Sixth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated March 5, 2024

EXHIBIT A

-Irrigation adjustment for new shrubs for bed extension will be billed at time and material rates. It is not Included in this price.

-Priority 7 has included the smaller median on Coolide and Glasgow. This median will have all plant material removed except for the trees. Turf will also be removed. Then weed fabric and cobble rock will be installed. no plant material will be installed.

-Removed the area on E. Roxbury Pl between homes and added turf to cobble in tree lawn. This is in Priority 1 section.

QTY	UoM/Size	Material/Description	Unit Price	Total
Misc.			Subtotal	\$7,873.89
1.00	LUMP SUM	Mobilization	\$5,003.09	\$5,003.09
1.00	LUMP SUM	Freight/Delivery	\$1,112.40	\$1,112.40
1.00	LUMP SUM	Dump Rate	\$1,758.40	\$1,758.40
Priority 1 (approx 22,387sf)			Subtotal	\$14,065.57
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$1,450.46	\$2,900.93
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$411.59	\$823.18
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (labor only)	\$902.51	\$902.51
1.00	LUMP SUM	TRIPLE AERATE AREA (labor Only)	\$1,289.30	\$1,289.30
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$7,089.22	\$7,089.22
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
1.00	LUMP SUM	Remove turf from between curb and sidewalk on E. Roxbury Pl in preparation for Rock install (Labor Only)	\$143.53	\$143.53
20.00	LINEAR FEET	Green Pro - Edging Installed (Material Only)	\$8.74	\$174.88
20.00	LINEAR FEET	Green Pro - Edging Installed (Labor Only)	\$4.43	\$88.59
120.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed (Material Only)	\$0.44	\$53.14

120.00	SQUARE FEET	Fiber Fabric - Fabric and Netting Installed (Labor Only)	\$0.42	\$50.69
2.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Material Only)	\$154.61	\$309.21
2.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Labor Only)	\$87.06	\$175.92
Priority 1B (approx. 4,511sf)			Subtotal	\$2,759.46
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$322.33	\$644.65
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$84.54	\$169.08
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$193.40	\$193.40
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$257.86	\$257.86
1.00	LUMP SUM	Terraced Area (see attached detail on process of terraseeding)	\$1,430.00	\$1,430.00
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 2 approx. (25,465sf)			Subtotal	\$15,293.67
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$1,660.49	\$3,320.97
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$471.66	\$943.32
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$1,128.14	\$1,128.14
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$1,353.77	\$1,353.77
1.00	LUMP SUM	Terraced Area (see attached detail on process of terraseeding)	\$8,065.00	\$8,065.00
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 2B (17,357sf)			Subtotal	\$10,423.26
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$1,267.81	\$2,535.62
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$320.37	\$640.74
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$764.98	\$764.98
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$920.78	\$920.78
1.00	LUMP SUM	Terraced Area (see attached detail on process of terraseeding)	\$5,496.67	\$5,496.67
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 3 (6,273sf)			Subtotal	\$3,809.27

2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$458.78	\$917.55
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$115.69	\$231.38
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$276.13	\$276.13
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$333.07	\$333.07
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$1,986.67	\$1,986.67
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 4 (14,784sf)			Subtotal	\$8,888.44
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$1,079.79	\$2,159.58
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$273.65	\$547.30
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$651.10	\$651.10
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$784.32	\$784.32
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$4,681.67	\$4,681.67
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 5 (13,655sf)			Subtotal	\$8,219.89
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$998.13	\$1,996.27
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$253.63	\$507.25
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$601.67	\$601.67
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$725.23	\$725.23
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$4,325.00	\$4,325.00
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47
Priority 6 (3,982sf) (Blue = bed & Yellow = remain turf)			Subtotal	\$21,867.00
1.00	LUMP SUM	Demolition-(Labor Only)	\$718.17	\$718.17
50.00	LINEAR FEET	Green Pro - Edging Installed	\$7.51	\$375.41
3,300.00	SQUARE FEET	Fiber Fabric - Fabric and Netting Installed	\$0.68	\$2,245.65
38.00	TON	1-1/2" Western River Rock - TON Rock/Gravel Installed	\$157.39	\$5,980.71

7.00	EACH	CRABAPPLE, PRAIRIEFIRE - 2" Deciduous Tree Installed	\$695.17	\$4,886.18
15.00	EACH	SAGE, RUSSIAN - 5 gal. Shrub/Perennial Installed	\$56.41	\$846.18
23.00	EACH	MANZANITA, CHIEFTAIN - 5 gal. Shrub/Perennial Installed	\$105.90	\$2,435.87
35.00	EACH	COREOPSIS, MOON BEAM - 1 gal. Shrub/Perennial Installed	\$27.51	\$983.00
42.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	\$26.51	\$1,113.32
5.00	TON	Granite Boulders - TON Boulders Installed (10) 1/2 TON BOULDERS)	\$484.55	\$2,322.73
Priority 7 (See Design) includes other median on coolidge.				
			Subtotal	\$17,719.71
1.00	LUMP SUM	Demolition (Labor only)	\$331.32	\$331.32
6.00	EACH	PINE, MUGO Valley Cushion - 3 gal. Shrub/Perennial (Labor Only)	\$12.90	\$77.42
6.00	EACH	PINE, MUGO Valley Cushion - 3 gal. Shrub/Perennial (material only)	\$96.97	\$581.81
8.00	EACH	SNOWBERRY, PINKY PROMISE - 5 gal. Shrub/Perennial Installed (LABOR ONLY)	\$12.90	\$103.18
8.00	EACH	SNOWBERRY, PINKY PROMISE - 5 gal. Shrub/Perennial Installed (MATERIAL ONLY)	\$67.99	\$543.93
10.00	EACH	NINEBARK, LITTLE DEVIL - 5 gal. Shrub/Perennial Installed (LABOR ONLY)	\$12.89	\$128.94
10.00	EACH	NINEBARK, LITTLE DEVIL - 5 gal. Shrub/Perennial Installed (MATERIAL ONLY)	\$67.97	\$679.73
46.00	EACH	CANDYTUFT - 1 gal. Shrub/Perennial Installed (LABOR ONLY)	\$7.56	\$347.84
46.00	EACH	CANDYTUFT - 1 gal. Shrub/Perennial Installed (MATERIAL ONLY)	\$19.39	\$892.09
1.00	EACH	DIANTHUS, FLASHING LIGHTS - 1 gal. Shrub/Perennial Installed (LABOR ONLY)	\$7.56	\$7.56
1.00	EACH	DIANTHUS, FLASHING LIGHTS - 1 gal. Shrub/Perennial Installed (MATERIAL ONLY)	\$17.83	\$17.83
2,200.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed (LABOR ONLY) only to be installed under rock	\$0.24	\$522.50
2,200.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed (MATERIAL ONLY) only to be installed	\$0.44	\$974.16
1.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (LABOR ONLY) to be installed only at endcaps of the island where perennials will be planted.	\$48.39	\$48.39
1.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (MATERIAL ONLY) to be installed only at endcaps of the island where perennials will be planted.	\$211.52	\$211.52
15.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Labor Only) (cobble for second smaller island. to have cobble only, no plant material)	\$64.50	\$967.57
15.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Material Only) (cobble for second smaller island. to have cobble only, no plant material)	\$154.61	\$2,319.11

30.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (LABOR ONLY)	\$64.50	\$1,935.14	
30.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (MATERIAL ONLY)	\$154.61	\$4,638.22	
2.00	TON	Granite Boulders - TON Boulders Installed (labor only)	\$464.55	\$929.09	
2.00	TON	Granite Boulders - TON Boulders Installed (Material only)	\$726.68	\$1,453.36	
Priority 8 (\$45sf)				Subtotal	\$571.31
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$62.32	\$124.63	
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$15.57	\$31.15	
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$37.60	\$37.60	
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$45.13	\$45.13	
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$268.33	\$268.33	
1.00	LUMP SUM	Install Signage provided by property Manager (Labor Only)	\$64.47	\$64.47	
Priority 10				Subtotal	\$1,741.55
1.00	LUMP SUM	Demolition-Labor Only	\$202.38	\$202.38	
330.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed (Labor Only)	\$0.24	\$78.36	
330.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed (Material Only)	\$0.44	\$146.12	
6.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Labor Only)	\$64.50	\$387.03	
6.00	TON	Gray Rose Cobblestone 2-4 - TON Rock/Gravel Installed (Material Only)	\$154.61	\$927.64	

Priority 4



Priority 5



Priority 6



Priority 7



INDEPENDENT CONTRACTOR AGREEMENT
(PINE BEETLE TREE REMOVAL)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28th day of February, 2024, 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, 2024.

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 B**. 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 B** 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-1**.

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
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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 N. Motsenbocker Rd., Suite A
 Parker, CO 80134
 Attention: Brian Marcinowski
 Email: brian.marcinowski@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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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 Tree Removal Services with Brightview Landscaping Services, Inc., dated February 28, 2024

EXHIBIT A

SCOPE OF SERVICES

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Remove dead Pine at NE corner of Ontario Dr. and Plymouth Dr. and grind stump	\$1,250.00	\$1,250.00
1.00	LUMP SUM	Remove dead Pine at Tallyn's Reach PKWY north of Frost Dr. and grind stump	\$1,916.67	\$1,916.67
1.00	LUMP SUM	Remove dead Pine at Tallyn's Reach PKWY across from Frost Dr. and grind stump	\$4,666.67	\$4,666.67
1.00	LUMP SUM	Remove dead Pine west of Joackson Gap Way, north of Gold Bug Ct. and grind stump	\$416.67	\$416.67
1.00	LUMP SUM	Prune (43) pine and (1) spruce between Park Crescent Dr. and Clubhouse Parking to Deadwood and Lightly Thin	\$10,833.34	\$10,833.34

Property Manager

Signature _____ Title _____

Celeste Terrell _____ **February 19, 2024**

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Sara Rutman _____ **February 19, 2024**

Printed Name _____ Date _____

Job #: 400300615

SO #: 8342467 **Proposed Price:** \$19,083.35

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BrightView Acquisition Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above BrightView Landscapes, LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P.O. BOX 740655	Requester's name and address (optional)
	6 City, state, and ZIP code ATLANTA, GA 30374-0655	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	[] [] [] [] [] [] [] [] [] []
or	
Employer identification number	
4 6 - 4 1 9 0 7 8 8	

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 cross 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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Colleen Cartellone</i>	Date ▶ 01/01/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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:

- 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 (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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2023

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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 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 Motsenbocker Road, Suite A Parker CO 80134 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570101800740 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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	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 - COMP/OP AGG	\$5,000,000
A	<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 H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<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			WLR5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

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
--	--

Holder Identifier : BC

Certificate No : 570101800740



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: XSL G47325857 001

Endorsement Number: TBD

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 02/16/2024 that have been posted, and by documents delivered to this office electronically through 02/20/2024 @ 16:13:36 .

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 02/20/2024 @ 16:13:36 in accordance with applicable law. This certificate is assigned Confirmation Number 15767773 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(ACCESS SYSTEM AND CLUBHOUSE RENTAL MANAGMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 20th day of November, 2023, by and between TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the "**Authority**"), and Front Range Recreation, 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, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District 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 B**. 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 B** 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-1**.

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:

Front Range Recreation, Inc.
18920 Plaza Dr
Parker, CO 80134
Attention: Jaylene Jones
Phone: (303) 617-0221
Email: office@frontrangerecreation.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 District, 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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. 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.

36. **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

DocuSigned by:
Harry Yosien
EE925EB4834E486
Officer of the Authority

ATTEST:

DocuSigned by:
A. Bell
5D9F27EA088486

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
0B0C8E3D5C8A8CA
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Access System and Clubhouse Management Agreement Services with Front Range Recreation Contractor, dated November 20, 2023

CONTRACTOR:
FRONT RANGE RECREATION, INC., a
Colorado corporation

Tracy Anecantrell
Tracy Anecantrell
Printed Name
Tracy
Title

STATE OF COLORADO)
COUNTY OF *Arapahoe*) ss.

The foregoing instrument was acknowledged before me this *28th* day of November, 2023, by *Tracy Anecantrell* as the *owner* of Front Range Recreation, Inc..

Witness my hand and official seal.

My commission expires: *3/9/2027*



R Drew Bell
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Access System and Clubhouse Management Services with Front Range Recreation, dated November 20, 2023

EXHIBIT A
SCOPE OF SERVICES

2.01 FRR Responsibilities

2.01.1 Access Control Software Management. FRR will manage the access software for resident use of swimming pool, tennis courts and Clubhouse. Any resident account that is delinquent will have their access removed within 5 days of receipt of delinquency notification from the District.

2.01.2 Access Card Distribution. FRR will distribute access cards to residents who complete necessary on-line registration forms within ten (10) days of the submittal date. Access cards will be mailed to the property address following all necessary verifications.

2.01.3 Access Card Payments. FRR will submit an access card payment report monthly that will include a list of requests and collection amount associated with each request. The credit card processing fee of 2.9%, transaction fee of \$0.30 and FRR fees will all be deducted from the amount collected. Credit card processing rates and transaction fees are subject to change without notice.

2.01.4 Clubhouse Reservation Management. FRR will manage all on-line reservations and collection of fees. FRR will supply the reserving party will be supplied a pre-event checklist, perform a post rental inspection, be available for questions during the reservation process, respond to emergency pages from rentals and contact reserving parties that have cleaning or damage related issues during the post rental inspection.

2.01.5 Clubhouse Reservation Payments. FRR will submit a report of rentals to include resident name, property address, reservation date, reservation times, duration and fees collected monthly. The credit card processing fee of 2.9%, transaction fee of \$0.30 and FRR inspection fees will all be deducted from the amount collected. Credit card processing rates and transaction fees are subject to change without notice.

2.01.6 Clubhouse Damages. FRR will document any major cleaning issues or damages to property of the District. FRR will contact and charge the reserving party directly for any fees associated with cleanup and repair up to the amount of the security deposit. Post rental inspections that require more than 20 minutes of clean up are billed at \$50.00 per hour and the charges for any contractors required to fix damages. Any damages in excess of the \$500.00 will be given to the District Manager for direction and approval.

2.01.7 Supplies. FRR will make available all supplies, including those necessary for the cleanliness and use of the restroom facilities, at market rates to the District on a reimbursement basis to FRR. Prices of supplies may change without notice.

2.01.8 Repairs and Maintenance. FRR shall maintain the interior of the Clubhouse including, monitoring cleaning, paint condition, decorations and furniture, and routine repairs necessary or reasonably appropriate in the course of maintenance of the Clubhouse. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$85.00 per hour. Each service call for repair is charged a \$35.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without the prior authorization from the District.

2.02 The District Responsibilities.

2.02.1 The District further agrees to provide oversight and direction for the operation of the

Clubhouse and Access Card System through the District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR.

2.02.2 The District will supply an owner's list annually and a list of delinquencies monthly to FRR.

2.02.3 The District shall be responsible for all utilities, security or other protection, telephone services, extermination, landscaping, snow removal, architectural or engineering services, remodeling or updating services, parking lot maintenance, lighting maintenance and repair, or any other cost outside of the scope of management.

2.02.4 The District shall be responsible for all software fees for the access system.

2.02.5 The District shall be responsible for all fees and replacement of gate (pool and tennis) and clubhouse card reader mechanisms.

2.02.6 The District shall be responsible for contracting with a cleaning company that will service the clubhouse weekly.

2.02.7 The District shall be responsible for monitoring all necessary reserve and capital expenditures.

2.02.8 District shall provide (2) two full set of keys for access to the clubhouse at the signing of this Agreement.

EXHIBIT B**COMPENSATION SCHEDULE****COMPENSATION**

3.01 The District shall compensate FRR for management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR. Payments need to be received within 30 days of the invoiced date.

3.01.1 Clubhouse reservation set-up and check-out are billed per rental at the rate of \$45.00 per reservation. Charges will be deducted from monthly reservations check to the District.

3.01.2 Monthly management of calendar, reservations, and payments at the rate of \$250.00 per month billed on the first of each month.

3.01.3 Access card distribution is billed at the rate of \$6.75 per resident/household request. Cost will include residency and delinquency verification, printing and assembly, postage and mailing expenses, and labor. FRR will include a list of each transaction with the related monthly invoice.

3.02 Any requested staff services shall be made at the rate of \$40.00 per hour.

3.03 The above compensation excludes any software costs and hourly fees for set up associated with the booking and collection of information for reservations or access card distributions.

3.04 The above schedule of compensation includes all salaries, employee taxes, and workman's compensation insurance and general liability insurance.

EXHIBIT B-1

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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(S) OF INSURANCE

1627.4200; 46F7JA7DSX42-1371723227-422

C-1-1

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,

FRONT RANGE RECREATION, INC.

is a

Corporation

formed or registered on 01/01/2000 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 19991237901 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/20/2023 that have been posted, and by documents delivered to this office electronically through 11/21/2023 @ 09:58:54 .

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 11/21/2023 @ 09:58:54 in accordance with applicable law. This certificate is assigned Confirmation Number 15504207 .



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 website 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 website, <https://www.coloradosos.gov/bs/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

STATE OF CALIFORNIA
DEPARTMENT OF REVENUE

STATE OF CALIFORNIA
DEPARTMENT OF REVENUE

REGISTRATION DIVISION OF SALES TAX

REGISTRATION DIVISION OF SALES TAX
1500 MARKET STREET, SUITE 1000
SAN FRANCISCO, CALIFORNIA 94102

REGISTRATION DIVISION OF SALES TAX
1500 MARKET STREET, SUITE 1000
SAN FRANCISCO, CALIFORNIA 94102

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1500 MARKET STREET, SUITE 1000
SAN FRANCISCO, CALIFORNIA 94102

Certificate Of Completion

Envelope Id: D1D9093A07F64EDD9AB0E88668CE3C12	Status: Completed
Subject: Complete with DocuSign: Tallyn's REach - AGMTs - Front Range Recreation (pool mgmt & clubhouse mgmt)	
Client Name: Tallyn's Reach Authority	
Client Number: A267075-OS07-2023	
Source Envelope:	
Document Pages: 50	Signatures: 6
Certificate Pages: 5	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: 73.229.160.48

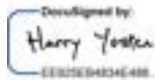
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
11/29/2023 2:58:21 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Harry Yosten
hpyvice@aol.com
President
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 73.243.252.199

Timestamp

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Viewed: 11/30/2023 3:24:53 AM
Signed: 11/30/2023 3:25:13 AM

Electronic Record and Signature Disclosure:
Accepted: 11/30/2023 3:24:53 AM
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BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

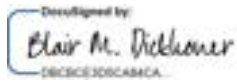


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ID: 0dd8ab1d-1fed-462c-9d8b-9d6835d644ac

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Emilee Hansen ehansen@wbapc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:34 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jon Wagner jwagner@wbapc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:34 AM Viewed: 11/30/2023 11:43:11 AM
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Front Range Recreation office@frontrangerecreation.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:35 AM
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/30/2023 9:20:30 AM
Completed	Security Checked	11/30/2023 9:20:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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
(POOL MANAGEMENT AGREEMENT)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 20th day of November, 2023, by and between TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the "**Authority**"), and Front Range Recreation, 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) October 31, 2026. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District 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.** 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@clacconnect.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:

Front Range Recreation, Inc.
18920 Plaza Dr.
Parker, CO 80134
Attention: Jaylene Jones
Phone: (303) 617-0221
Email: office@frontrangerecreation.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 District, 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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. 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.

36. 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

DocuSigned by:
Harry Yostien
EE925EB4834E486

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
50F27EA0988456

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickson
0BCBCE3D5C8A8CA

General Counsel

Authority's Signature Page to Independent Contractor Agreement for Pool Management Services with Front Range Recreation, dated November 20, 2023

CONTRACTOR:

FRONT RANGE RECREATION, INC., a Colorado corporation

Jaylene Cantrell
Jaylene Cantrell
Printed Name
owner
Title

STATE OF COLORADO)

COUNTY OF Arapahoe)

ss.

The foregoing instrument was acknowledged before me this 28th day of November, 2023, by Jaylene Cantrell as the owner of Front Range Recreation, Inc..

Witness my hand and official seal.

My commission expires: 3/9/2027

[Signature]
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Pool Management with Tallyn's Reach Authority, dated November 20, 2023

EXHIBIT A

SCOPE OF SERVICES / COMPENSATION SCHEDULE

RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement in section 2.03.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities, and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after-hours pool parties. Lifeguard rates will be provided prior to May 1st of each calendar year. Fees are to be paid directly by the pool party sponsor, not the Association. Lifeguards for private parties must be employees of FRR. All after-hours parties must have one (1) lifeguard for every 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after-hours parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.01.11 Provide, at conclusion of season and facility winterizing procedures, a closing report and inventory report. Monthly reports during the operational season will be provided upon request.

1.02 The District agrees to purchase through FRR all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District further agrees to provide oversight and direction for the operation of the Pool through the District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$45.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season. Additional fees will apply if this service is requested to be completed by FRR during the pool winterization process.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1st of each calendar year. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District upon request.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned during hours indicated in section 2.03. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

2024 Dates	Days	# of Lifeguards	Hours
5/25 – 8/11	7 Days	4	10:00 A.M. - 11:00 A.M.
		5	11:00 A.M. - 7:00 P.M.
8/12 – 8/30	Mon-Fri	4	7:00 P.M. - 8:00 P.M.
		3	4:00 P.M. - 8:00 P.M.
	Sat & Sun	4	10:00 A.M. - 12:00 P.M.
		5	1:00 P.M. – 5:00 P.M.
8/31 - 9/2	Sat, Sun, Mon	4	5:00 P.M.- 8:00 P.M.
		5	10:00 A.M. - 8:00 P.M.
9/3 – 9/22	Mon-Fri	0	Maintenance Only
	Sat & Sun	4	12:00 P.M. - 6:00 P.M.
2025 Dates	Days	# of Lifeguards	Hours
5/24 – 8/10	7 Days	4	10:00 A.M. - 11:00 A.M.
		5	11:00 A.M. - 7:00 P.M.
8/11 – 8/29	Mon-Fri	4	7:00 P.M. - 8:00 P.M.
		3	4:00 P.M. - 8:00 P.M.
	Sat & Sun	4	10:00 A.M. - 12:00 P.M.
		5	1:00 P.M. – 5:00 P.M.
		4	5:00 P.M.- 8:00 P.M.

8/30 - 9/1	Sat, Sun, Mon	5	10:00 A.M. - 8:00 P.M.
9/2 - 9/21	Mon-Fri	0	Maintenance Only
	Sat & Sun	4	12:00 P.M. - 6:00 P.M.

*8/11 date modified to coincide with Cherry Creek Public Schools calendar

2026 Dates	Days	# of Lifeguards	Hours	
5/23 - 8/9	7 Days	4	10:00 A.M. - 11:00 A.M.	
		5	11:00 A.M. - 7:00 P.M.	
		4	7:00 P.M. - 8:00 P.M.	
8/10 - 9/4	Mon-Fri	3	4:00 P.M. - 8:00 P.M.	
		Sat & Sun	4	10:00 A.M. - 12:00 P.M.
			5	1:00 P.M. - 5:00 P.M.
9/5 - 9/7	Sat, Sun, Mon	4	5:00 P.M. - 8:00 P.M.	
9/8 - 9/20	Mon-Fri	5	10:00 A.M. - 8:00 P.M.	
	Sat & Sun	0	Maintenance Only	
		4	12:00 P.M. - 6:00 P.M.	

*8/10 date modified to coincide with Cherry Creek Public Schools calendar

*Season in 1 week longer than normal due to holiday weekend dates

2.04 It is FRR's policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 FRR is not responsible for access/resident check-in management. Additional staffing would be needed for this task in addition to coverage in section 2.03. Contact FRR at least eight (8) weeks prior to commencement of the season for availability and pricing.

2.06 During the period of 8/12/24 - 9/22/24, 8/11/25 - 9/21/25, and 8/10/26 - 9/20/26 in section 2.03, no lifeguard will be on duty weekdays will be posted during times that are applicable. FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool's access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee's termination.

COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the

first day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

Payment Number	2024 Date	Percentage	Amount
1	April 2024	5%	\$7,100.00
2	May 2024	20%	\$28,00.00
3	June 2024	20%	\$28,400.00
4	July 2024	20%	\$28,400.00
5	August 2024	20%	\$28,400.00
6	September 2024	10%	\$14,200.00
7	October 2024	5%	<u>\$7,100.00</u>
Total			\$142,000.00

Payment Number	2025 Date	Percentage	Amount
1	April 2025	5%	\$7,400.00
2	May 2025	20%	\$29,600.00
3	June 2025	20%	\$29,600.00
4	July 2025	20%	\$29,600.00
5	August 2025	20%	\$29,600.00
6	September 2025	10%	\$14,800.00
7	October 2025	5%	<u>\$7,400.00</u>
Total			\$148,000.00

Payment Number	2026 Date	Percentage	Amount
1	April 2026	5%	\$7,875.00
2	May 2026	20%	\$31,500.00
3	June 2026	20%	\$31,500.00
4	July 2026	20%	\$31,500.00
5	August 2026	20%	\$31,500.00
6	September 2026	10%	\$15,750.00
7	October 2026	5%	<u>\$7,875.00</u>
Total			\$157,500.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$28.00 per lifeguard hour in 2024, \$29.00 per lifeguard hour in 2025, and \$30.00 per lifeguard hour in 2026.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

DAYS AND HOURS OF OPERATION OF
SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 1 week beyond the dates listed in section 2.03. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within a 10-mile radius, the pool will close for 30 minutes from the of the last lightning strike. Every subsequent lightning strike within the 10-mile radius will restart the 30-minute clock. The pool will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep one lifeguard at the pool. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the pool, the pool will be closed for the day.

4.05 FRR will utilize the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the Association's facility being suspended for a period of two to twenty-four hours depending on the nature of the accident.

4.06 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

STATE OF CALIFORNIA
COUNTY OF ...

CERTIFICATE OF FACT OF GOOD STANDING

...

...

...

...



...

...

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,

FRONT RANGE RECREATION, INC.

is a

Corporation

formed or registered on 01/01/2000 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 19991237901 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/20/2023 that have been posted, and by documents delivered to this office electronically through 11/21/2023 @ 09:58:54 .

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 11/21/2023 @ 09:58:54 in accordance with applicable law. This certificate is assigned Confirmation Number 15504207 .



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 website 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 website, <https://www.coloradonotary.gov/bs/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is non-optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradonotary.gov/bs/bs/Businesses,trademarks,trade_names and select "Frequently Asked Questions."

Certificate Of Completion

Envelope Id: D1D9093A07F64EDD9AB0E88668CE3C12	Status: Completed
Subject: Complete with DocuSign: Tallyn's REach - AGMTs - Front Range Recreation (pool mgmt & clubhouse mgmt)	
Client Name: Tallyn's Reach Authority	
Client Number: A267075-OS07-2023	
Source Envelope:	
Document Pages: 50	Signatures: 6
Certificate Pages: 5	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: 73.229.160.48

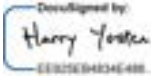
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
11/29/2023 2:58:21 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Harry Yosten
hpyvice@aol.com
President
Security Level: Email, Account Authentication (None)

Signature




Signature Adoption: Pre-selected Style
Using IP Address: 73.243.252.199

Timestamp

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Viewed: 11/30/2023 3:24:53 AM
Signed: 11/30/2023 3:25:13 AM

Electronic Record and Signature Disclosure:
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ID: 11743ad7-caf2-4c72-9564-ad16a994691b

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




Signature Adoption: Drawn on Device
Using IP Address: 172.59.228.17
Signed using mobile

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ID: 0dd8ab1d-1fed-462c-9d8b-9d6835d644ac

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 67.177.192.129

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Emilee Hansen ehansen@wbapc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:34 AM
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Jon Wagner jwagner@wbapc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:34 AM Viewed: 11/30/2023 11:43:11 AM
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Front Range Recreation office@frontrangerecreation.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 9:20:35 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/30/2023 9:20:20 AM
Signing Complete	Security Checked	11/30/2023 9:20:30 AM
Completed	Security Checked	11/30/2023 9:20:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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
(SIGN MAINTENANCE)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 11th day of December, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and MFISH GRAPHICS, a Colorado limited liability company (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, 2024.

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:

MFish Graphics
8196 S Catawba Ct.
Aurora, CO 80016
Attention: Margie Fish
Phone: (303) 880-4448
Email: fishgraphicsco@gmail.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 Sign Maintenance with Tallyn’s Reach Authority, dated December 11, 2023

CONTRACTOR:
MFISH GRAPHICS, a Colorado limited liability
company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by _____, as the _____ of MFish Graphics

Witness my hand and official seal.

My commission expires: _____

Notary Public

*Contractor’s Signature Page to Independent Contractor Agreement for Sign Maintenance
with Tallyn’s Reach Authority, dated December 11, 2023*

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

MFish Graphics

303-880-4448

fishgraphicsco@gmail.com

**Estimate****ADDRESS**

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

SHIP TO

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

ESTIMATE # 1115**DATE 11/21/2023**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Quadrant SE (#3) remove backing, stain existing wood posts 2 coats,, and reattach signs 2 cross-drilled breakaway holes	56	215.00	12,040.00
	Sales item	6 x 6 x 8" high Bronze post cover installed	56	31.00	1,736.00
	Service	Install new cedar posts, Stained the same to closely match existing wood posts, mount signs and 2 cross-drilled breakaway hole	25	495.00	12,375.00T
	Sales item	16 Ft. 6 x 6 Custom order cedar wood post. Installed in ground 2-3 ft deep.	25	495.00	12,375.00T
	Service	Straighten leaning posts	5	350.00	1,750.00T
	Sales item	New street signs for S Aurora Pkwy, S Coolidge Way, E Hindsdale Way, E Irish Dr,	12	125.00	1,500.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		S Sampson Gulch Way,S Jackson Gap Way (arrows added) Installing additional brackets to existing posts to accommodate new signs with arrows			
	Service	Add one additional coat of stain to existing wood signs so they will match all new sign posts	19	75.00	1,425.00T
	Service	disposal of metal posts	1	325.00	325.00T
	Service	Time spent taking pictures, contacting Aurora Traffic Division and identifying combo/leaning signs and setting up proofs	1	475.00	475.00T
	Service	combining signs on posts approved by Aurora Traffic division	1	225.00	225.00T

.....

Please review the estimate for Q -SE (#3)
 Once the estimate is approved and the deposit has been made I will begin the installation process.
 Please call or email me with comments or questions you may have.
 Thank you,
 Margie

SUBTOTAL	44,226.00
TAX	0.00
TOTAL	\$44,226.00

Accepted By

Accepted Date





existing signs



proposed sign combo

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Marjorie L. Fish

2 Business name/disregarded entity name, if different from above
MFish Graphics LLC

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.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P

Other (see instructions) P

4 Address (number, street, and apt. or suite no.) See instructions.
8196 S. Catawba Ct.

5 City, state, and ZIP code
Aurora, CO 80016

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (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 1. Also see [What Name and Number to Give the Requester](#) for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--

Or

Employer identification number

8	2	-	5	1	2	5	1	2	2
---	---	---	---	---	---	---	---	---	---

Requester's name and address (optional)

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 cross 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.

Sign Here Signature of U.S. person

Date **10/22/2021**

General Instructions

Section references are 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/FormW9.

Purpose of Form

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.

- 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 (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](#).

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

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

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,

MFish Graphics

is a

Limited Liability Company

formed or registered on 11/26/2017 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 20171875545 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/08/2023 that have been posted, and by documents delivered to this office electronically through 12/11/2023 @ 15:03:46 .

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 12/11/2023 @ 15:03:46 in accordance with applicable law. This certificate is assigned Confirmation Number 15561581 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(IRRIGATION SYSTEM MANAGEMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 11th day of December, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and ET IRRIGATION MANAGEMENT SPECIALIST LLC, a Colorado limited liability company (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, 2024.

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 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: ET Irrigation Management Specialist, LLC
 3200 S. Oak Ct.
 Lakewood, CO 80227
 Attention: Brian Bair
 Phone: (720) 480-4312
 Email: brian@etirrigation.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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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 Irrigation System Management Services with ET Irrigation Management Specialist LLC, dated December 11, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



3200 S. Oak Ct
Lakewood, CO 80227

Bill To:
Tallyn's Reach Metro Authority
8390 E Crescent Parkway,
Suite 300,
GreenwoodVillage, CO 80111

Proposal

Proposal Date: 10/2/2023
Proposal #: 1117
Project: Management

Item	Description	Hours/Qty	Rate	Total
Irrigation Manage...	Irrigation Management (includes Fieldstone area) : 2024 Irrigation Management: April - October. (First payment due April 1st) The following elements are included in our irrigation management proposal and process: - Activation of system and adjustments at start up month of April - Monthly visual inspection of all irrigation zones in operation - Generation of work orders - Prompt completion of work orders based on approval process in place - Full documentation of work order status - Monthly review of - and accountability for water consumption - System winterization between October 15th - November 15th	7	13,272.00	92,904.00
Irrigation Manage...	Irrigation Management CCSD: 2023 Irrigation Management: April - October. (First payment due April 1st)	7	292.00	2,044.00
Irrigation Manage...	Irrigation Management COA if breakout needed: 2023 \$3000 of the \$92,904 Irrigation Management: April - October. (First payment due April 1st)		0.00	0.00



3200 S. Oak Ct
Lakewood, CO 80227

Bill To:

Tallyn's Reach Metro Authority
8390 E Crescent Parkway,
Suite 300,
GreenwoodVillage, CO 80111

Proposal

Proposal Date: 10/2/2023
Proposal #: 1117
Project: Management

Item	Description	Hours/Qty	Rate	Total
Irrigation Services	<p>We are a full service irrigation company. We can provide any type of irrigation service and make any or all irrigation repairs associated with your irrigation system. All Irrigation work is charged as time and materials. \$90/labor hr plus materials.</p> <p>After hours services is charged at 1.5x labor rate, holiday 2x labor rate.</p>		0.00	0.00

EXHIBIT B
CONTRACTOR'S COMPLETED W-9

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

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,

ET Irrigation Management Specialist LLC

is a

Limited Liability Company

formed or registered on 11/04/2011 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 20111617775 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/08/2023 that have been posted, and by documents delivered to this office electronically through 12/11/2023 @ 14:46:52 .

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 12/11/2023 @ 14:46:52 in accordance with applicable law. This certificate is assigned Confirmation Number 15561468 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(2024 MAINTENANCE SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 11th day of December, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and RADIANT LIGHTING 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, 2024.

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

Contractor: Radiant Lighting Services, Inc.
 9168 Marshall Place, Ste. 100
 Westminster, CO 80031
 Attention: Casey McBride
 Phone: (303) 429-3326
 Email: Casey@radiantlightingservices.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 AND PERMITS. 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 the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials 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.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the Authority. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Authority, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the Authority shall, at the request of the Authority, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Authority will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30)

calendar days from the date of notice from the Authority, unless otherwise agreed to by the Authority.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the Authority may withhold payment until such warranty issues are resolved to the Authority's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the Authority as set forth in this Agreement, in addition to any other remedy, the Authority may withhold any payment the Authority may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the Authority of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the Authority shall, at the request of the Authority, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the Authority will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the Authority, or within such other reasonable time as agreed to by the Parties, the Authority may correct or replace the defective Work and the Contractor shall reimburse the Authority for the related costs and fees.

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 2024 Maintenance Services with Radiant Lighting Services, Inc., dated December 11, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



Electrical & Lighting Contractors

Tallyn's Reach Metro District 2024 Maintenance Contract

Tallyn's Reach Metro District
 C/O Clifton Larson Allen
 8390 E Crescent Pkwy #300
 Greenwood Village, CO 80111
 (303) 779-5710

This document, when properly executed, shall constitute a Contract between Tallyn's Reach Metro District (hereinafter referred to as "Customer") and Radiant Lighting Services, Inc. (hereinafter referred to as "Contractor") covering the services described herein.

Scope and Specifications

Contractor agrees to perform the following services:

1. Provide monthly inspection of all common area light fixtures. At this time Contractor will change any standard lamp not requiring the use of special tools, fixtures that have to be taken apart, or fixtures that are 6' or higher. Any fixtures that do not fit these criteria and/or fixtures that have electrical problems, will be serviced during normal business hours pending approval by a Customer representative. Contractor may increase the inspection frequency, if necessary, to provide adequate maintenance. Increase of inspection frequency must first be approved by a Customer representative.
2. When lamps are changed the fixture will be cleaned/wiped out.
3. Any electrical work other than normal lamp replacement (installing replacement plastics, ballasts, repairing or replacing fixtures, repairing broken lines, installing photo cells, replacing time clocks, etc.) will be scheduled during normal business hours and will be billed at \$92.00 per hour.
4. All lighting products consumed in conjunction with performing this service shall be provided by and purchased from the Contractor.

Property Specifics

The following lights will be checked on normal lighting inspection(s):

Monuments, Clubhouse Interior & Exterior Lights, Landscape Spotlights, Gazebo Lights, Pool Building & Pool Perimeter Lights, Underwater Pool Lights



Electrical & Lighting Contractors

Tallyn's Reach Metro District 2024 Maintenance Contract

Compensation

Customer shall pay Contractor at the following rate and terms:

Number of inspections per month:	1
Number of hours included per inspection:	2
Flat rate cost per month:	\$ 172.50
Extra time per inspection - hourly rate:	\$ 86.25
Electrical rate as specified above:	\$ 92.00
Bucket Truck rate per hour:	\$ 75.00

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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,

RADIANT LIGHTING SERVICES, INC.

is a

Corporation

formed or registered on 03/19/1991 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 19911017580 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/18/2023 that have been posted, and by documents delivered to this office electronically through 07/19/2023 @ 14:40:37 .

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 07/19/2023 @ 14:40:37 in accordance with applicable law. This certificate is assigned Confirmation Number 15159359 .



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 website 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 website, <https://www.coloradosos.gov/bz: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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

TALLYN'S REACH AUTHORITY CONTRACT

Name of Contractor/Provider: Heatherly Creative, LLC

Title of Agreement/Contract/Work Order/Proposal: 2024 Website Management

Agreement/Contract Date: December 11, 2023

Contract Amount: \$600

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 the above-referenced contractor, provider, or other consultant (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: Website management.

2. 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.

3. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Remedies. To the extent the Contractor's remedies for a Authority 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 Authority's then current fiscal period.

10. 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.

11. 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.

12. 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.

13. 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.

Authority: By: _____ Name: _____ Title: _____	Contractor: By: <u>Heather Sosa</u> Name: <u>Heather Sosa</u> Title: <u>Contractor</u>
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EXHIBIT A

Services

DATE: 08/11/2023

To whom it may concern,

Thank you very much for this opportunity to help with the community's website needs. Here is my proposal for annual website administration.

- **Proposal Outline:** Manage and maintain community website on the current Content Management System (Wordpress, Wix, etc.) platform or other existing format.
- **Services to be performed as needed:**
 - Update website content, graphics, and documents, including but not limited to, community newsletters/information, event calendars, contact information, blogs, and district documents.
 - Collaborate with the Board, committee members and manager to ensure information posted on the districts' website conforms to editorial standards and guidelines.
 - Collaborate with the Board, committee members and manager to revise existing pages and create new web content at the direction of the Board.
 - Assess the accessibility and usability of pages, making recommendations for changes as appropriate.
 - Track and report site metrics when requested.
 - Set up and administer email accounts associated with the domain.
 - Maintain the security and usability of the website by implementing CMS core, plugin, and theme updates.
 - Other duties as assigned and directed by the Board, shareholders, or manager.
- **Rate:** \$600 per year.
 - *Commencement of Billing:* If this agreement is in conjunction with the creation of a new website, the billing for web administration services shall commence upon the completion of the website creation and its successful deployment to the live environment. In the event the website completion and deployment occur after the start of the calendar year, the administration fees shall be prorated based on the remaining months of the year.
- **Portfolio:** A sampling of websites I manage are Blackstone Metropolitan District (<https://blackstonemetro.org>), Brighton Crossings (www.brightoncrossings-connect.com), Lewis Pointe Metro District (<http://lewispointemd.com>), Buckley Yard Metro District No. 2 (<https://buckleyyardmd.org>), and The Conservatory HOA (www.conservatoryhoa.com).

I look forward to working with the district and supporting the community's website. My primary business focus is to serve the online needs of metropolitan districts and homeowners associations. Thank you for your consideration.

Most Sincerely,
 Heather Sosa, *Heatherly Creative, LLC*
 C: 720-635-6286 E: heatherlsosa@gmail.com

INDEPENDENT CONTRACTOR AGREEMENT
(MATERIALS TESTING AND SPECIAL INSPECTION)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28th day of February, 2024, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and GROUND ENGINEERING CONSULTANTS, 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, 2024.

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 B**. 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 B** 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-1**.

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

Contractor: Ground Engineering Consultants, Inc.
 41 Inverness Drive East
 Englewood, CO 80112
 Attention: Nick Sprouse
 Phone: (303) 289-1989
 Email: Info@GroundEng.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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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 Materials Testing and Special Inspection Services with Ground Engineering Consultants, Inc., dated February 28, 2024

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The scope of services will include, but may not be limited to, materials testing and special inspection services, specifically concrete testing and the associated laboratory testing.

Estimated Time					
Concrete Technician	\$75.00	per hour	12	Hours	\$900.00
PM Management/Meetings/Review	\$130.00	per hour	2	Hours	\$260.00
Laboratory Testing and Unit Billing					
Trip Charge		6	Trips @	\$25.00	\$150.00
Concrete					
Concrete Compression Test, Cylinders (each)		15	Tests @	\$18.00	\$270.00
Total Proposed Estimate					\$1,580.00

An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays. Additionally, when a scheduling request is received for services to be completed during night work, a minimum of 8 ours will be billed for each scheduling request. A \$75.00 fee for late notice service requests will be charged per occurrence; which includes requests made after 5:00 PM the weekday prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

EXHIBIT B

COMPENSATION SCHEDULE



FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION		MANAGEMENT AND ENGINEERING	
<i>Rates are hourly and time is round trip from office to project site and return</i>			
• Soil, Concrete and Asphalt Testing	\$75.00	• Project Management-Review/Supervision	\$130.00
• Rebar, Masonry, Piers, CTS	\$80.00	• Senior Project Engineer/Geologist	\$200.00
• Post Tension, Spray Applied Fireproofing	\$85.00	• Project Engineer/Geologist	\$160.00
• Pipe Insp., FF/FL, Coring, Slab Moist., Pull Test	\$95.00	• Staff Engineer/Geologist	\$130.00
• Retaining/Soil Nail Wall Observation	\$95.00	• Open Hole, Field Engineer	\$130.00
• Concrete, Precast Inspection	\$105.00	• Principal Engineer, Senior Project Manager	\$235.00
• Certified Welding Inspector (CWI)	\$125.00	• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Certified Building Inspector	\$125.00	• Trip Charge (covers vehicle and equipment)	\$25.00
• Certified Fire Stop Inspector	\$135.00	• Interest charged after 30 days from invoice date	1.5%
• Late Notice Request (per occurrence)	\$75.00		

Fees for late notice service requests include requests made after 5:00 PM the weekday prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

MISCELLANEOUS

<i>These units are on a project by project basis and will only apply as detailed in the proposal</i>			
• Construction and Quality Management, Civil Inspection	Quote	• Mobile Laboratory and Outside Lab Services	Quote
• Out-of-town living, travel, equip. rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pie Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer			Quote

LABORATORY TESTING

Soil and Aggregate	Concrete
Proctor Compaction	Concrete Compression Test, Cylinders (each)
\$130.00	\$18.00
Proctor Compaction with Rock Correction	2 X 2 in. Cube Compressive Strength
\$200.00	\$50.00
Atterberg Limit (Single Point)	Core Compressive Strength (shotcrete/concrete)
\$85.00	\$75.00
Gradation	Compressive Strength-CLSM Cylinders
\$75.00	\$75.00
No. 200 Wash	Concrete Flexural Test, Beams
\$50.00	\$70.00
Gradation and Hydrometer	Maturity Data Logger (each)(bluetooth)
\$200.00	\$200.00
Specific Gravity of Fine Aggregate	Maturity Data Logger (each)(wired)
\$110.00	\$100.00
Natural Density and Moisture Content	Moisture Coupons (each)
\$20.00	\$150.00
*R'-Value	Relative Humidity Sensors (ASTM F2170) (each)
\$425.00	\$150.00
Soil Cement Proctor	Shotcrete Comp. Str. (per panel)(up to 3 cores)
\$200.00	\$225.00
Compressive Strength of CTS (per set of 4)	Maturity Meter Strength Correlation
\$400.00	\$2,500.00
Compressive Strength of CTS (each)	Concrete Mix Trial Blend
\$100.00	\$6,500.00
CDOT (ph, Resistivity, Chlorides, Sulfates)	
\$280.00	
Asphalt	
pH	AC Content and Extracted Gradation
\$55.00	\$190.00
Water Soluble Sulfates	Sp.G.(SSD), Stability, Flow (Marshall)
\$60.00	\$450.00
Carbonate Content of Soils	Specific Gravity (SSD) and Voids (Gyratory)
\$200.00	\$325.00
Permeability (Triaxial or Flex-wall)	Theoretical Maximum Specific Gravity
\$450.00	\$125.00
Alkali Silica Reactivity	Modified Lottman (TSR)
\$475.00	\$400.00
Denver Swell	Ignition Oven Calibration
\$100.00	\$815.00
Direct Shear	Bulk Sp. Gr. of Comp. Asphalt Cores (per lift)
\$900.00	\$45.00
Sand Equivalent	Stability (Gyratory) Hveem
\$110.00	\$150.00
Relative Density	Asphalt Moisture Content
\$275.00	\$25.00
Clay Lumps and Friable Particles	Micro Deval
\$65.00	\$300.00
Masonry	
Flat or Bologate Particles	Mortar Compressive Strength
\$90.00	\$60.00
Outlets Soundness	Masonry Prism Comp. Strength
\$450.00	\$125.00
Fractured Faces	Grout Compressive Strength
\$85.00	\$75.00
Los Angeles Abrasion	Compressive Strength CMU/Brick Coupon
\$200.00	\$125.00
Uncompacted Voids	
\$110.00	
Specific Gravity of Coarse Aggregate	
\$70.00	
Soil Stabilization Mixture Analysis	
\$3,500.00	

Lab Rush Charge \$250.00
Estimated lab test completion time is 4 to 6 weekdays for most standard tests. You may request an expedited turnaround and receive an estimated time of completion for an additional \$250 per lab test.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

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(S) OF INSURANCE

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,

GROUND ENGINEERING CONSULTANTS, INC.

is a
Corporation

formed or registered on 04/17/1984 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 19871567155 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2024 that have been posted, and by documents delivered to this office electronically through 02/27/2024 @ 15:20:51 .

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 02/27/2024 @ 15:20:51 in accordance with applicable law. This certificate is assigned Confirmation Number 15791902 .



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 website 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 website, <https://www.colorado.gov/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 website, <https://www.colorado.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF AURORA AND THE TALLYN'S REACH
AUTHORITY FOR THE MAINTENANCE OF CERTAIN REAL
PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT regarding maintenance of certain real property ("Agreement") and dated November 21, 2023, is made by and between the CITY OF AURORA, COLORADO, a home rule municipal corporation in the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the "City"), and the TALLYN'S REACH AUTHORITY, an authority established pursuant to Section 29-1-203.5, C.R.S., as amended, between Tallyn's Reach Metropolitan District Nos. 2. and 3 by that certain agreement dated February 12, 2018 (the "Authority"). Aurora and Tallyn's Reach may be referred to singularly as a "Party" or jointly as "Parties".

RECITALS

WHEREAS, the real property within the development, originally known as Promontory Park, was developed by Brookfield Residential Colorado, LLC; and

WHEREAS, Brookfield Residential Colorado, LLC operated as Carma Colorado Inc. ("Carma") during construction of Tallyn's Reach and Carma was the signatory for documents executed on behalf of and as the "the Developer"; and

WHEREAS, among the documents signed by Carma are various site plans stating that, "The Developer, his successors and assigns shall be responsible for installing, maintenance and replacement of all landscaping materials shown or indicated on the approved site plan or landscape plan on file in the City's Planning Department"; and

WHEREAS, the Developer and Carma used metropolitan district financing to construct, operate, and maintain public improvements through the Tallyn's Reach development; and

WHEREAS, representatives of the Developer and Carma were the original board members of the Promontory Metropolitan District Nos. 1-3, which was formed in 1998; and

WHEREAS, Promontory District No. 1 was designated as the "service/operating district" responsible for managing the construction and operation of facilities and improvements; and

WHEREAS, Promontory District Nos. 2 and 3 were "financing/taxing" districts responsible for raising revenues necessary to support the financing of the capital improvements and operations; and

WHEREAS, in 1999 pursuant to an Order issued by the Arapahoe County Court, the Promontory Metropolitan District Nos. 1-3 changed their names to Tallyn's Reach Metropolitan District Nos. 1-3, respectively; and

WHEREAS, in 2018 the Board of Directors for Tallyn's Reach Metropolitan District No. 1, comprised of individuals affiliated with Developer at the time, resolved to dissolve in order to give residents of the community full control of the Districts' operations, maintenance and administrative responsibilities; and

WHEREAS, the Tallyn's Reach Authority was established between Tallyn's Reach Metropolitan District Nos. 2. and 3 by an agreement dated February 12, 2018; and

WHEREAS, District No. 1 was dissolved, and the powers and obligations of District No. 1 were transferred to the Authority; and

WHEREAS, the Authority, including at various times Tallyn's Reach Metropolitan District Nos. 1-3, duly continued to perform the maintenance obligations originally assigned to Developer and/or Carma in accordance with the individual site plans; and

WHEREAS, recently, current members of the Authority have asserted that the Authority is not responsible for certain maintenance obligations as set forth on the site plans; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their specific maintenance obligations of certain areas in and around the Authority and identified on Exhibit A, for the installation, irrigation, and funding of landscaping such as trees and turf, as well as snow removal obligations within the development.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereafter stated, the Parties hereby mutually covenant and agree as follows:

MAINTENANCE AGREEMENT

1. Scope. This Agreement sets forth the general rights, duties and obligations of the Parties for funding, installing, and maintaining certain landscaping on both the Authority's property and the City's property, and more particularly described on Exhibit A. The Authority agrees that it will fully cooperate and coordinate with the City on all activities contemplated in or related to this Agreement. All federal, state and local laws, statutes, ordinances, rules, regulations, guidelines and directives that are referenced in this Agreement, together with all exhibits, attachments and addenda to this Agreement, are hereby incorporated as though fully set forth in this Agreement.

2. Definitions. For the purpose of this Agreement, the following definitions shall apply:

2.1 "Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

2.2 "Authority" / "Tallyn's Reach Authority" has the meaning set forth in the introductory paragraph of this Agreement to include the Tallyn's Reach Authority, its member districts Tallyn's Reach Metropolitan District Nos. 2-3, and any heirs, successors, and assigns.

2.3 "City" has the meaning set forth in the introductory paragraph of this Agreement.

2.4 "Development" means the real property within the boundaries of the Tallyn's Reach Authority inclusive of the district boundaries of Tallyn's Reach

Metropolitan Districts No. 2-3 originally developed as Promontory Park.

2.5 "EAR-1" means that certain parcel of property identified on Exhibit A as East Arapahoe Road EAR-1 with parcel number 2071-30-1-00-025.

2.6 "EAR-2" means that certain parcel of property identified on Exhibit A as East Arapahoe Road EAR-2 with parcel number 2071-29-2-04-014.

2.7 "Maintenance" means but is not limited to mowing, aeration, fertilization, weed control, litter and debris removal, and, if necessary, the replacement of the native grasses, and other vegetation in compliance with the Aurora City Code.

2.8 "SAP-1" means that certain parcel of property identified on Exhibit A as South Aurora Parkway SAP-1 with parcel number 2071-30-2-00-007.

2.9 "SAP-2" means that certain parcel of property identified on Exhibit A as South Aurora Parkway SAP-2 with parcel number 2071-30-2-00-008.

2.10 "SAP-3" means that certain parcel of property identified on Exhibit A as South Aurora Parkway SAP-3 with parcel number 2071-30-2-00-001.

2.11 "SAP-4" means that certain parcel of property identified on Exhibit A as South Aurora Parkway SAP-4 with parcel number 2071-30-3-00-260.

2.12 "Xcel-1" means those certain parcels of property identified on Exhibit A as South Aurora Parkway Xcel-1 with parcel numbers 2071-30-1-00-024 and 2071-00-00-026. This is included in for reference to clarify the ownership of the parcels as they were disputed at on time. Both Parties acknowledge that the City has no maintenance responsibility as to either parcel.

2.13 "STRP-1" means those certain parcels of property identified on Exhibit A as South Tallyn's Reach Parkway STRP-1" with parcel number 2071-29-2-09-065.

3. Exhibits.

3.1 Exhibit A: Map identifying specific maintenance parcels.

3.2 Exhibit B: Map of trees eligible for removal by City and dead tree/stump locations at which TRA will plant trees provided by the City.

3.3 Exhibit C: Map of medians to be maintained by the Authority.

3.4 Exhibit D. Map of trails where the City will provide snow removal services and the maintenance priority for the City provided snow removal services, and area where the Authority will provide snow removal services on City owned property.

3.5 Exhibit E. Map and legal descriptions of parcels to be conveyed from the City to the Authority.

3.6 Exhibit F. Map of area to areas the City will convert existing Kentucky Blue Grass (turf) to native grasses.

3.7 Exhibit G: Map of areas the City will maintain shrub and flower beds.

4. Trees.

4.1 The City will remove 27 currently identified dead trees and/or stumps in the areas identified on Exhibit B. The 27 trees removed by the City will not be replaced by the City or the Authority. The City will amend the appropriate Planning Department site plans to show the tree removals. Additionally, the City will remove up to an additional 10 dead trees located outside of the curbside landscapes. The 27 currently identified dead trees to be removed by the City are listed below by area:

- SAP-1 – 2 Trees
- SAP-2 – 13 Trees
- SAP-3 – 3 Trees
- SAP-4 – 4 Trees
- EAR-2 – 1 Tree
- STRP-1 – 4 Trees

In addition to the 27 dead trees and /or stumps identified on Exhibit B, the City will remove up to 10 additional yet to be identified dead trees located outside of the curbside landscapes. The Authority must identify, on a map, the additional 10 dead trees to be removed prior to June 1st, 2024. A dead tree identified as part of the group of the additional 10 dead trees will not be replaced by the City unless required by the Aurora City Code. The City will not be responsible for any future dead tree removal or replacement that are not specifically outlined as part of this agreement.

4.2 The City will provide the Authority with 36 replacement trees between a 1” to 1-1/2” caliper of an appropriate species, at the City’s sole discretion, for the Authority to plant in the curbside landscapes identified on Exhibit B by June 20, 2024. The Authority will be responsible for removing the existing trees and stumps and for planting the 36 replacement trees. The Authority will provide water bags, spray, and provide irrigation for these trees. If, within one year of planting, pursuant to this Section 4.2 a tree dies, the City will provide a one-time replacement for said tree. Any trees planted pursuant to this Section 4.2 that die after one year of being planted will be replaced by the Authority at the Authority’s sole expense.

4.3 The Authority understands and agrees that other than those conditions expressly stated in Sections 4.1 through 4.2, the City will not, under any circumstances, provide for any future removal or replacement of any trees within the Authority whether specifically identified in this Agreement or not.

4.4 The Authority represents and warrants that the Authority will ensure the establishment of the newly planted trees and provide extra turf irrigation as necessary to support new trees. It is estimated that two years of supplemental watering with a water truck, supplied by the Authority at the Authority’s sole expense, will be needed to successfully establish the newly planted trees.

5. Turf Conversion and Maintenance.

5.1 Before the end of the 2024 calendar year, the City will convert up to

64,400 square feet of existing turf to native grasses in the areas identified as SAP-3, EAR-1, and STRP-1, as depicted on Exhibit A. The turf conversion will include site preparation, seeding, and initial weed control. The City shall provide notice to the Authority in writing at least thirty (30) days prior to commencing work on the turf conversion. Upon completion of the conversion, the City will not have any ongoing maintenance obligations of any kind for the areas identified as SAP-3, EAR-1, and STRP-1. The Authority, at its sole expense, will provide for irrigation for the native grasses established in the parcels identified as SAP-3, EAR-1, and STRP-1. The Authority will provide any necessary license agreements to the City, free of charge, in order for the City to access the parcels and surrounding area necessary to perform the turf conversion. Individual license agreements will address the reconstruction, maintenance, modification, operation, repair, or replacement of licensee's facilities.

5.2 The Authority represents and warrants that the Authority will, at its sole expense, provide for all landscaping maintenance of the parcels identified as SAP-3, EAR-1, and STRP-1 in perpetuity. Maintenance shall include but not be limited to mowing, aeration, fertilization, weed control, litter and debris removal, and, if necessary, the replacement of the native grasses, trees, and other vegetation, in compliance with the Aurora City Code.

5.3 New water allocation agreements must be signed by the Authority prior to commencement of turf to native conversion. Allocation will be set using the agreed upon square footage of conversion area in accordance with the table below. New allocations will become effective January 1 of the calendar year following native establishment acceptance per the City of Aurora Parks, Recreation and Open Space department's approved standard.

**Tallyn's Reach Authority
Water Allocation Adjustments After Turf to Native Conversions**

Project Area	Planned Turf Converted (sq. ft.)	LID	Meter Location Address	Allocation Reduction (kgal)*	Current Allocation	New Allocation
EAR-1	5,195	138430	23998 E Davies Way	41	1268	1227
SAP-3	31,267	131234	7448 S Coolidge Way	250	1339	1089
STRP-1	16,672	123298	6858 S Tallyns Reach Pkwy	44	1735	1691
		123300	6813 S Tallyns Reach Pkwy	44	1591	1547
		123302	24759 E Frost Dr	44	1494	1450

*Irrigated native allocated 9.5 gal/sq. ft. (reduced from 17.5 gal/sq. ft. for turf)

5.4 Other than those parcels identified on Exhibit G, the Authority represents and warrants that the Authority will perform Maintenance for the shrub and flower beds within the Authority. Any changes to the existing condition of these parcels must be approved by the necessary City department via amendment to the Site Plan or Landscape Plan prior to the Authority making the change. Changes impacting water usage must also be approved by Aurora Water.

6. Snow Removal.

6.1 The City will provide snow removal service for the trails within the Authority identified on Exhibit D. Snow removal completed by the City will be done in accordance with the City's policies and priorities as may be amended from time to time.

6.2 The Authority represents and warrants that the Authority will, at its sole expense, provide all snow removal services to all sidewalks and trails not identified on Exhibit D. All snow removal activities performed by the Authority shall be in compliance with Section 126-311, et. seq. of the Aurora City Code as amended.

7. Conveyance of Property.

Contemporaneous with execution of this Agreement, the Authority will accept, in form of a Bargain and Sale Deed from the City, fee ownership of the parcels identified on Exhibit E subject to the following conditions:

- Sale price of \$10 and other good and valuable consideration.
- City reservation of existing easements on all 7 parcels.
- City reservation of a public and emergency vehicle access easement over and across all 7 parcels.
- City retains the right, but does not have the obligation, to access and repair or maintain the 7 parcels at the Authority's sole expense.
- Transfer of ownership is subject to a restriction that the 7 parcels continue to be used as unimproved, open space.
- The City includes a transfer restriction such that, in the event Authority decides to convey any of the 7 parcels, the City provides the proposed new owner with documentation of the use restriction and City agrees to maintain the 7 parcels in accordance with the terms of this Agreement and deed terms.
- In the event of default of the use or transfer restrictions, the City has a reversionary right, at its option, to regain ownership of the 7 parcels.
- Tallyn's Reach Authority shall be responsible for obtaining and paying for title insurance and incidental expenses.

7.1 The Authority, will cooperate with the City to update any and all site plans or other documents identified by the City to reflect terms consistent with this Agreement.

8. Other Obligations of the Authority.

8.1 The Authority understands and agrees that the Authority shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, whether or not the City actually applies for the funding.

8.2 The Authority represents and warrants that the Authority, its members, and directors, will publicly support and defend the terms set forth in this Agreement. The Authority will provide outreach to the residents within the Authority explaining the benefits of this Agreement to the Authority and will respond to any questions or concerns

raised by residents within the Authority.

8.3 The Authority shall provide notice to the City in writing at least thirty (30) days prior to commencing any work other than Maintenance and include notice of the nature, timing, scope and duration of such work.

8.4 The Authority will be solely responsible for obtaining any appropriate permits and license agreements prior to the commencement of the work described in this agreement. Individual license agreements will address the reconstruction, maintenance, modification, operation, repair, or replacement of licensee's facilities.

9. Miscellaneous.

9.1 Laws and Ordinances. The Parties shall at all times obey all applicable Federal, state and local laws. The Authority, performing work under, this Agreement shall obtain all permits required by the City.

9.2 Liabilities. The Authority shall be responsible for the acts, errors and omissions of its respective employees and agents.

9.3 Governmental Immunity. Notwithstanding any other provision herein to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of the monetary limitations on liability or of any of the immunities, rights, benefits, or protections provided to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "CGIA"), including the monetary limitations. The Parties understand and agree that liability for injuries or damages to persons or property arising out of the alleged negligence or willful and wanton acts of either Party, and their respective officials, officers, and employees, is controlled or limited by the CGIA, and nothing herein shall be construed or interpreted as modifying any liability protection thereunder.

9.4 No Modification. This Agreement may be modified, amended, or changed in whole or in part only by an agreement in writing duly authorized and executed by both Parties with the same formality as this Agreement. Notwithstanding the foregoing, the legal descriptions that are included in this Agreement as Exhibit E may be amended administratively as to technical corrections without the same formality of execution of this Agreement by the Parties.

9.5 Conflict of Interest. The Parties agree that no official, officer, or employee of the City or the Authority will have any personal or beneficial interest in the work, services, or property subject to the terms of this Agreement.

9.6 Remedies for Default. If either Party is in default with respect to any material condition expressed herein, the non-defaulting Party may elect to treat this Agreement as terminated and may seek to recover damages limited to breach of contract only, provided that prior to such termination the non-defaulting Party shall give the defaulting Party written notice of such claim of default and the defaulting Party shall have thirty (30) days thereafter in which to cure such breach or default.

9.7 Term and Termination. This Agreement shall commence upon

signature of both Parties and shall not terminate except upon the express written consent of the City and upon assignment of the Authority's obligations under this Agreement to another third-party.

9.8 Non-Appropriation. Notwithstanding any other provision herein to the contrary, every obligation of the City that involves the expenditure of any resources in a future fiscal year shall be subject to the lawful appropriation of sufficient funds therefor by the Aurora City Council. Notwithstanding any other provision herein to the contrary, every obligation of the Authority that involves the expenditure of any resources in a future fiscal year shall be subject to the lawful appropriation of sufficient funds therefore by the Authority. The Parties represent and warrant that it will not use non-appropriation as a means to avoid the legal responsibilities contained herein. This Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties.

9.9 Notice. All notices or demands desired or required under this Agreement shall be deemed given: (1) when personally delivered; or (2) after the lapse of five (5) days after mailing by registered or certified mail, postage pre-paid; or (3) when sent by confirmed facsimile and followed by regular mail, postage pre-paid, and addressed as follows:

To the Authority:	Celeste Terrell Clifton Larson Allen LLP 8390 East Crescent Parkway, Ste 300 Greenwood Village, CO 80111
With copies to:	Blair Dickhoner White Bear Ankele Tanaka & Waldron 2154 E. Commons Ave, Ste 2000 Centennial, CO 80122
To the City:	Director of Parks, Recreation, and Open Space City of Aurora 15151 E. Alameda Parkway, Suite 3200 Aurora, Colorado 80012
With copies to:	City Attorney City of Aurora 15151 E. Alameda Parkway, Suite 5600 Aurora, Colorado 80012

or to such other address as each Party may designate by written notice given in accordance with this paragraph 9.9.

9.10 No Joint Venture or Partnership. Nothing herein shall be interpreted or construed as creating a joint venture or partnership between the Parties. Neither of the Parties shall have the right under this Agreement to create any obligation or incur any debt on behalf of the City or the Authority.

9.11 No Third-Party Benefits Intended. It is expressly understood and

agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the Authority and Aurora, and nothing herein shall give or allow any claim or right of action to or by any other or third person to this Agreement. It is the intention of the Authority and Aurora that any person other than the Authority and Aurora receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9.12 Section Headings and Grammatical Rules. The section headings herein are for convenience only and are not intended to govern, limit, or aid in the interpretation of this Agreement. In the interpretation of this Agreement, any gender includes the other; the singular number includes the plural and vice versa; words used in the present tense include the past and future tense and vice versa, unless manifestly inapplicable; and words shall be construed according to context and the normal use of language.

9.13 Integration. This Agreement consists solely of the terms and conditions stated herein, which are intended as a complete integration of all understandings between the Parties concerning the subject matter hereof. No prior or contemporaneous addition or deletion or other document or amendment hereto shall have any force or affect whatsoever unless stated herein or expressly referenced and incorporated herein. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by both parties.

9.14 Binding Agreement. This Agreement and all terms and conditions herein shall extend to and be binding upon the Parties and their respective heirs, successors, and assigns, provided that this Agreement and the rights and duties contained herein may not be assigned or transferred, by operation of law or otherwise, without the prior written consent of both Parties.

9.15 Joint Drafting. This Agreement is the product and result of the joint efforts of the Parties hereto, each of whom had the advice of legal counsel and an equal opportunity to contribute to its content.

9.16 Non-Waiver. Waiver of the enforcement of any breach of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.

9.17 Invalidation. The invalidation of unenforceability in any particular circumstances of any of the provisions of this Agreement will in no way affect any of the other provisions hereof, which will remain in full force and effect.

9.18 Applicable Law and Venue. This Agreement is made and shall be construed in accordance with the laws of the State of Colorado and the Ordinances, Rules, and Regulations, however adopted, of the City. The Parties stipulate that the proper venue for any court action that might occur in connection with or as a result of this Agreement is Arapahoe County, Colorado.

9.19 No Costs or Fees. In the event of litigation, arbitration, or other dispute resolution process arising out of this Agreement, the Parties agree that each Party shall pay its own costs and expenses, including attorneys' fees, with the exception that if litigation is dismissed for lack of subject matter jurisdiction for lack of a waiver under the CGIA, the

moving party (either the City or the Authority) will not waive its attorney's fees and costs for obtaining that dismissal.

9.20 Counterparts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and both or all of which together shall constitute one and the same instrument.

9.21 Power to Contract. Each Party warrants that it has the power to enter into this Agreement and that its signatory is authorized to bind it hereto.

9.22 Recordation. Following execution of this Agreement by both Parties hereto, the City shall cause this Agreement to be recorded with the Arapahoe County Clerk and Recorder's Office in Arapahoe County, Colorado

WHEREFORE, the PARTIES affix their signatures as of the above-written date.

ATTEST:



CITY OF AURORA, COLORADO

Kadee Rodriguez
Kadee Rodriguez, City Clerk

Mike Coffman
Mike Coffman
Mayor, City of Aurora

APPROVED AS TO FORM:

Brian Rulla
Brian Rulla, Assistant City Attorney

ATTEST:

Authority

BJ Pell
BJ Pell (Nov 21, 2023 11:36 MST)
BJ Pell, Treasurer

Harry Yosten
Harry Yosten (Nov 21, 2023 11:31 MST)
Harry Yosten, President

APPROVED AS TO FORM:

Legal Counsel
Legal Counsel for the Authority

Exhibit A

**Map identifying specific
maintenance parcels**

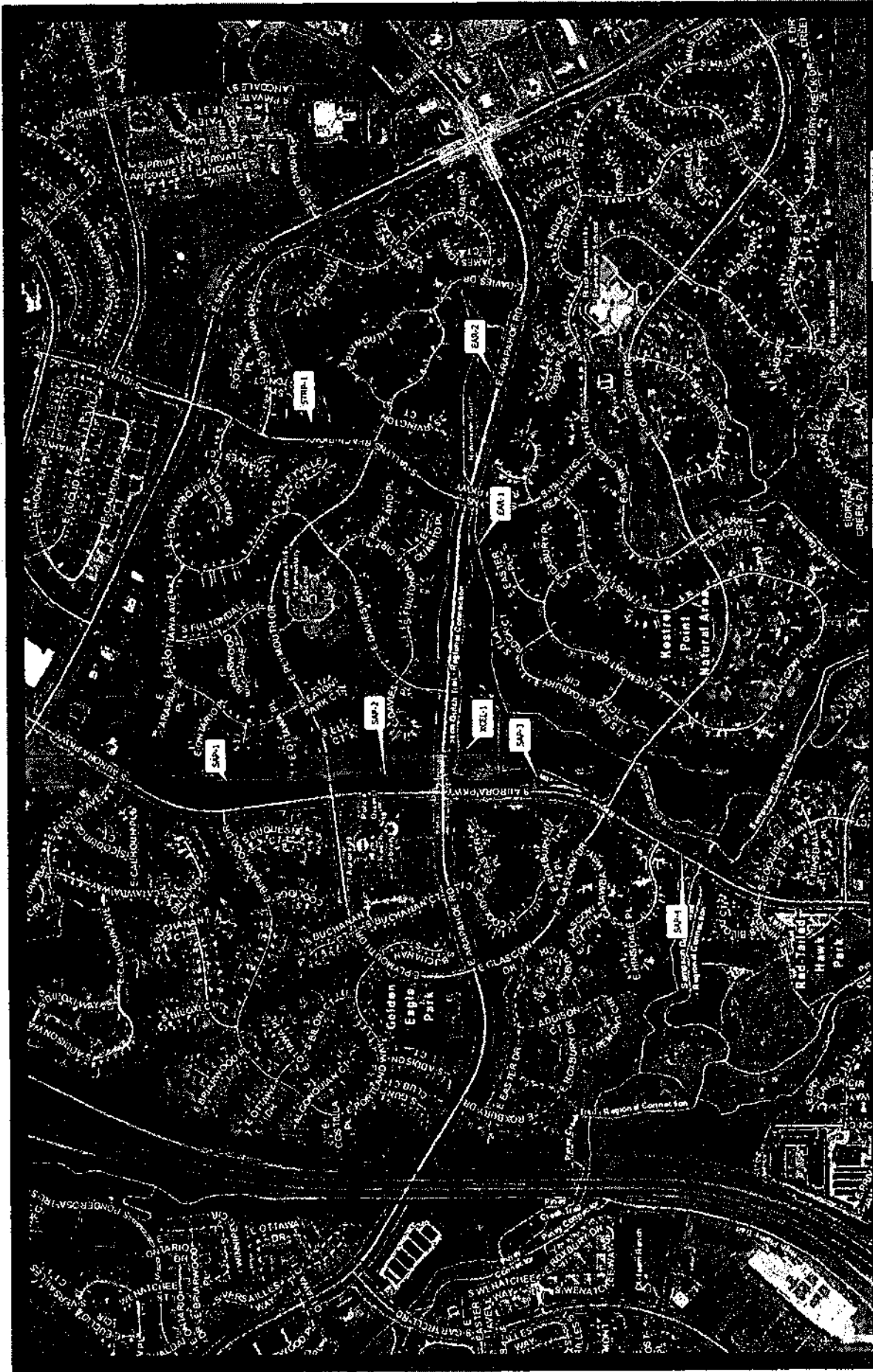


EXHIBIT A: Tallyn's Reach Authority Disputed Maintenance Areas

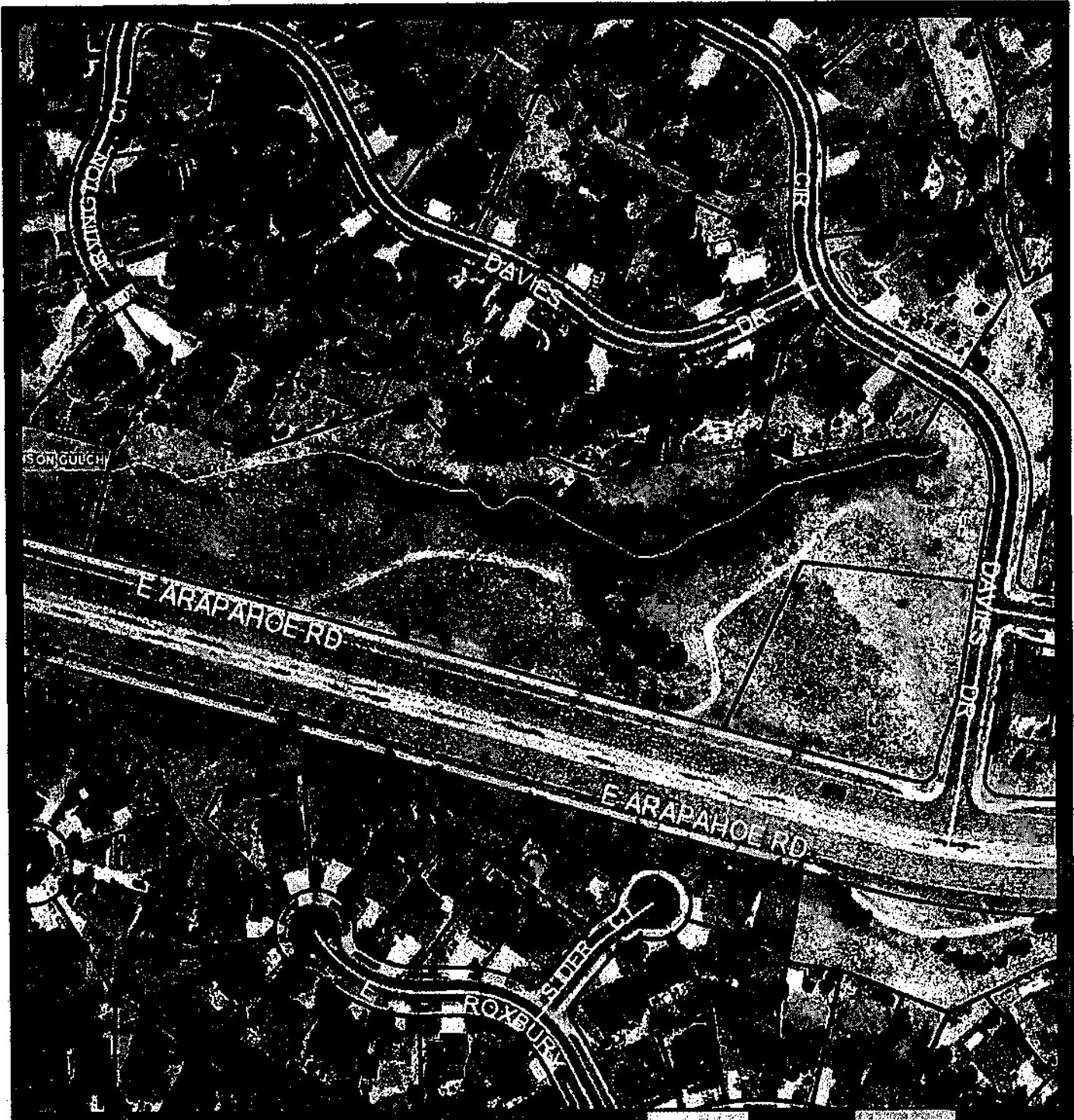
- S Aurora Pkwy E Arapahoe Rd S Tallyn's Reach Pkwy XCEL Owned Property
- SAP-1 (2071-30-2-01-007) ■ EAR-1 (2071-30-1-00-025) ■ STRP-1 (2071-29-2-09-065) ■ XCEL - 1 (2071-00-00-026)
- SAP-2 (2071-30-2-01-008) ■ EAR-2 (2071-30-1-00-025) ■ EAR-3 (2071-29-2-04-014)
- SAP-3 (2071-30-2-01-001) ■ SAP-4 (2071-30-3-01-260)



Parks, Recreation &
Open Space Department
January 2023
Aerial Photo: Spring 2020
1/31/2023

Exhibit B

**Map of trees eligible for
removal by City and dead
tree/stump locations at
which TRA will plant trees
provided by the City**

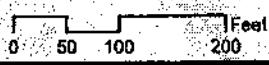


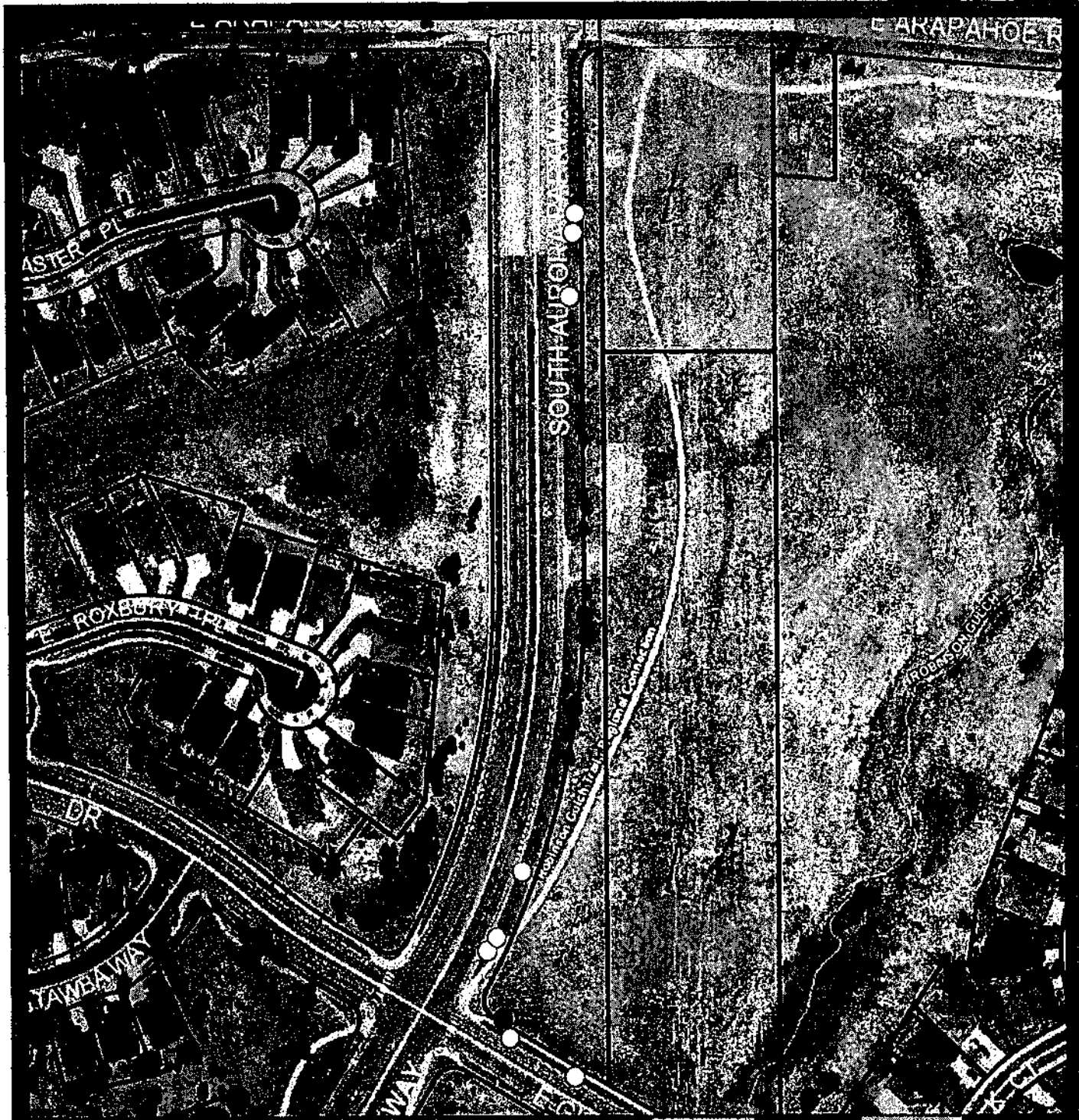
Tallyns Reach Authority : Trees

Parks, Recreation & Open Space Department
 November 2023



- Dead Trees: City of Aurora to remove. Trees will not be replaced. (1)
- Dead Trees / Stumps: TRA to Remove. COA to provide one-time replacement trees (1" to 1.5" trees), TRA to prepare site and plant. (0)





Tallyns Reach Authority : Trees

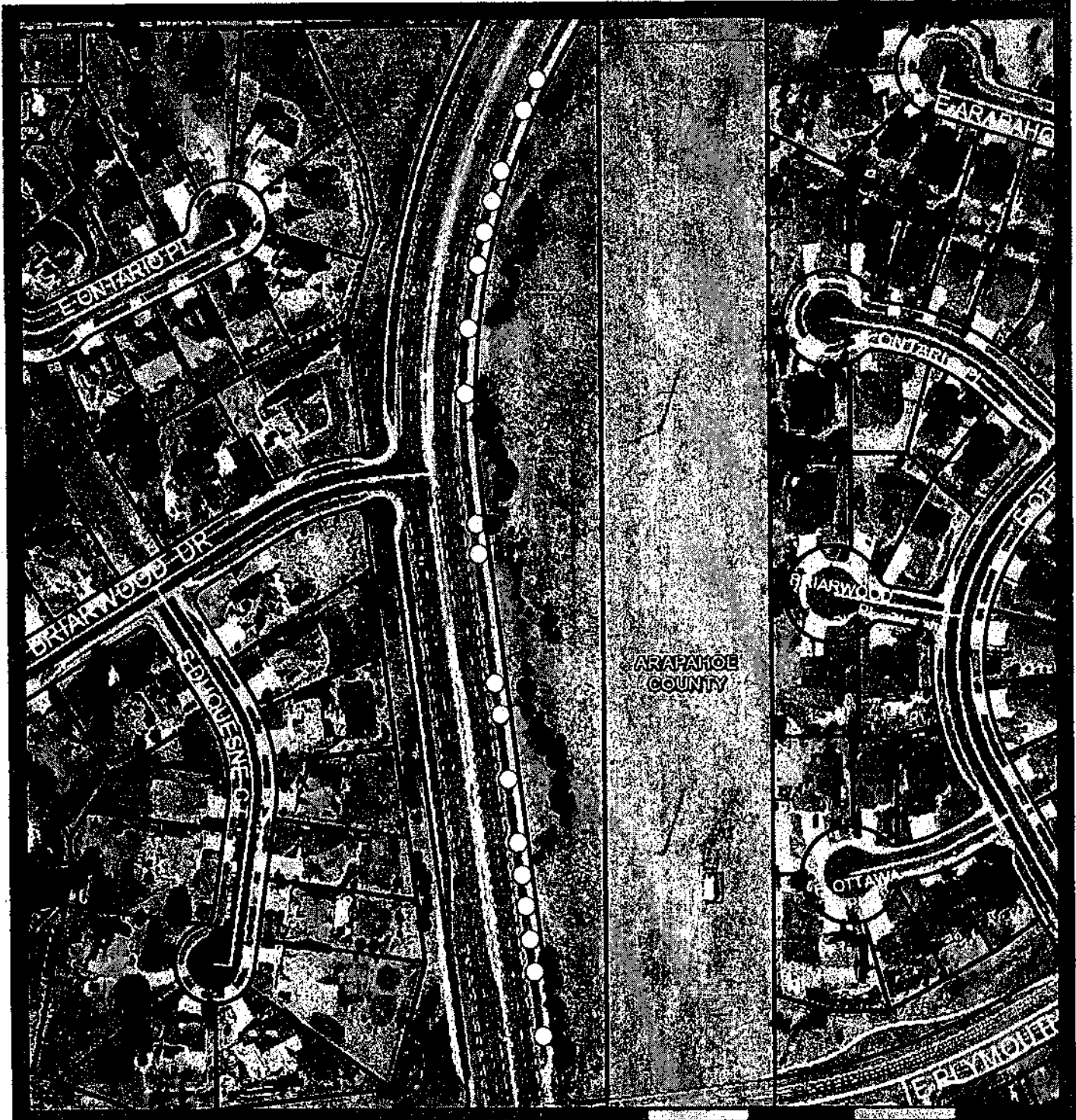
Parks, Recreation & Open Space Department
November 2023



- Dead Trees: City of Aurora to remove. Trees will not be replaced. (2)
- Dead Trees / Stumps: TRA to Remove. COA to provide one-time replacement trees (1" to 1.5" trees). TRA to prepare site and plant. (8)



Aerial Photography: Spring 2020

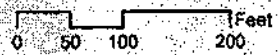


Tallyns Reach Authority : Trees

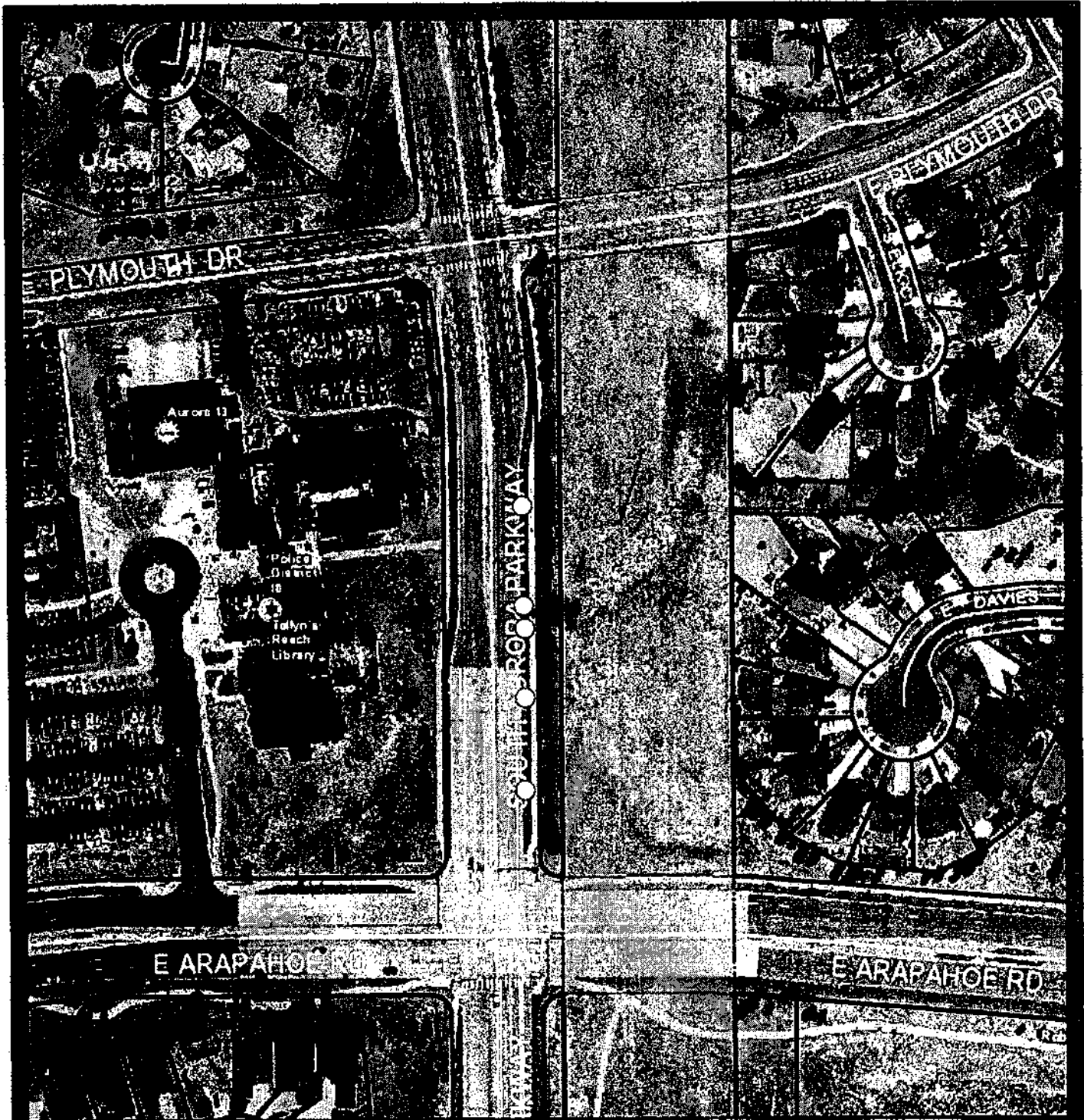
Parks, Recreation & Open Space Department
November 2023



- Dead Trees: City of Aurora to remove. Trees will not be replaced. (13)
- Dead Trees / Stumps: TRA to Remove. CDA to provide one-time replacement trees (1" to 1.5" trees). TRA to prepare site and plant. (19)



Aerial Photography: Spring 2020



Tallyns Reach Authority : Trees

Parks, Recreation & Open Space Department
November 2023



- Dead Trees: City of Aurora to remove. Trees will not be replaced. (3)
- Dead Trees / Stumps: TRA to Remove. COA to provide one-time replacement trees (1" to 1.5" trees). TRA to prepare site and plant. (5)



Aerial Photography: Spring 2020



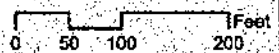
Tallyns Reach Authority : Trees

Parks, Recreation & Open Space Department

November 2023



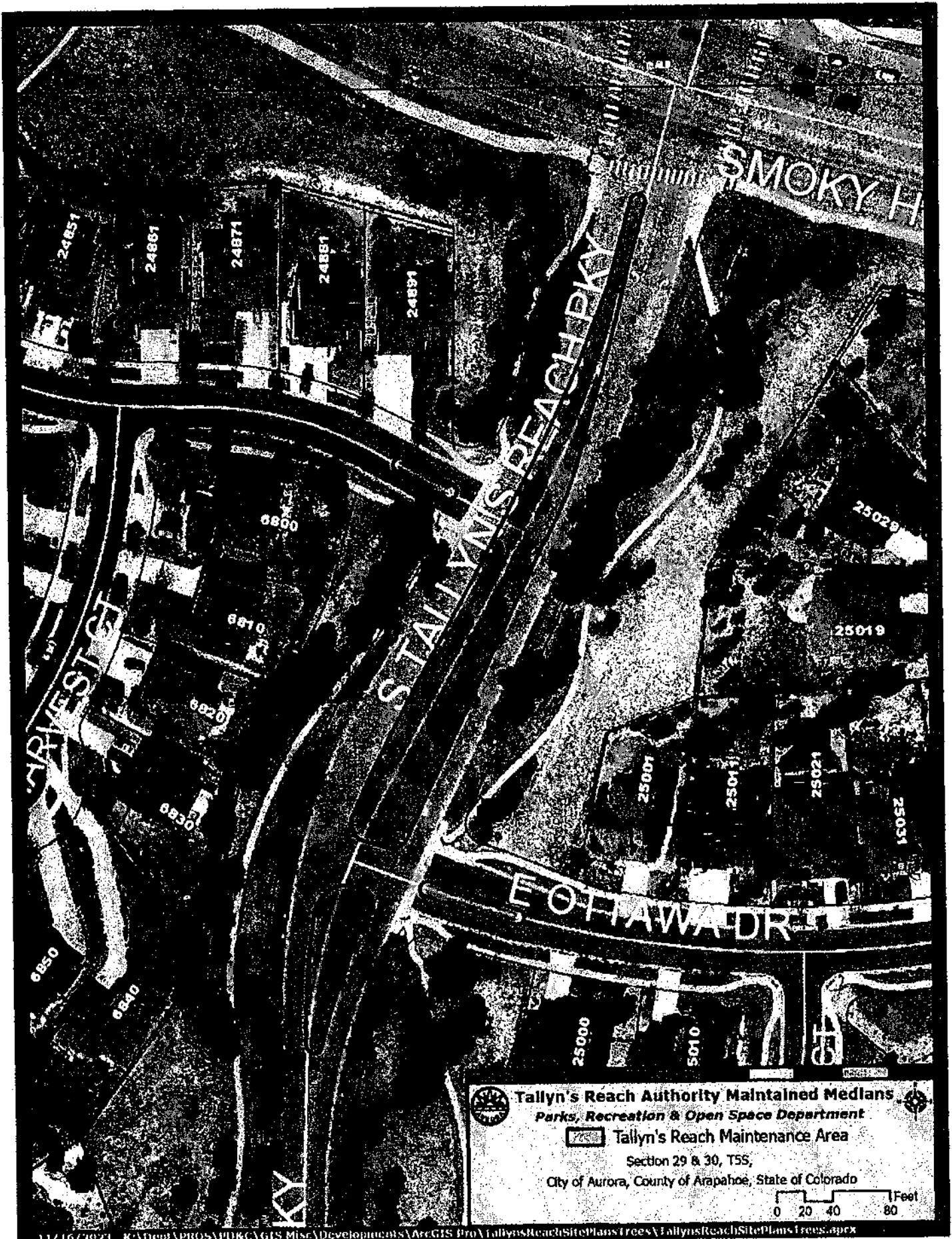
- Dead Trees: City of Aurora to remove. Trees will not be replaced. (4)
- Dead Trees / Stumps: TRA to Remove. COA to provide one-time replacement trees (1" to 1.5" trees), TRA to prepare site and plant. (4)

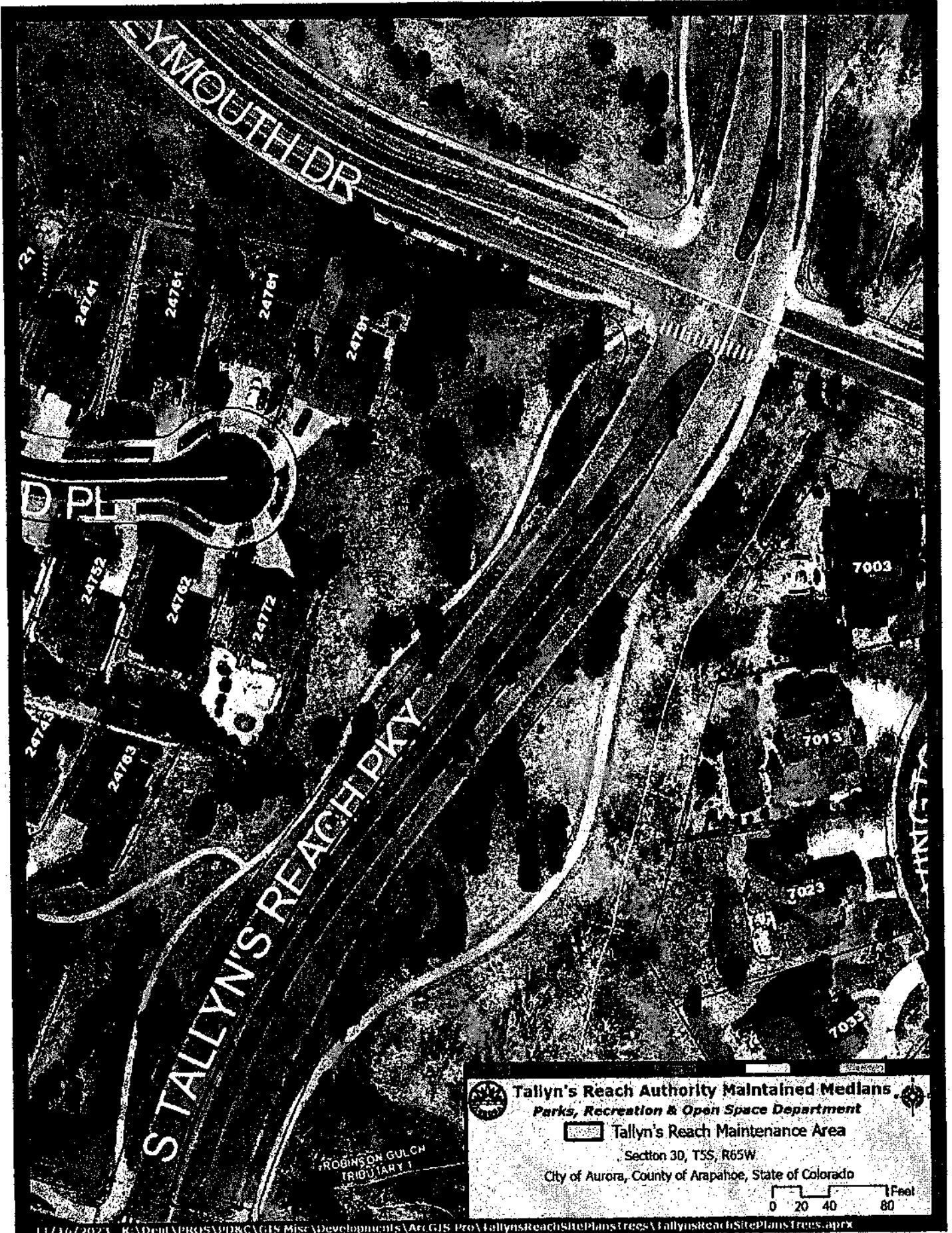


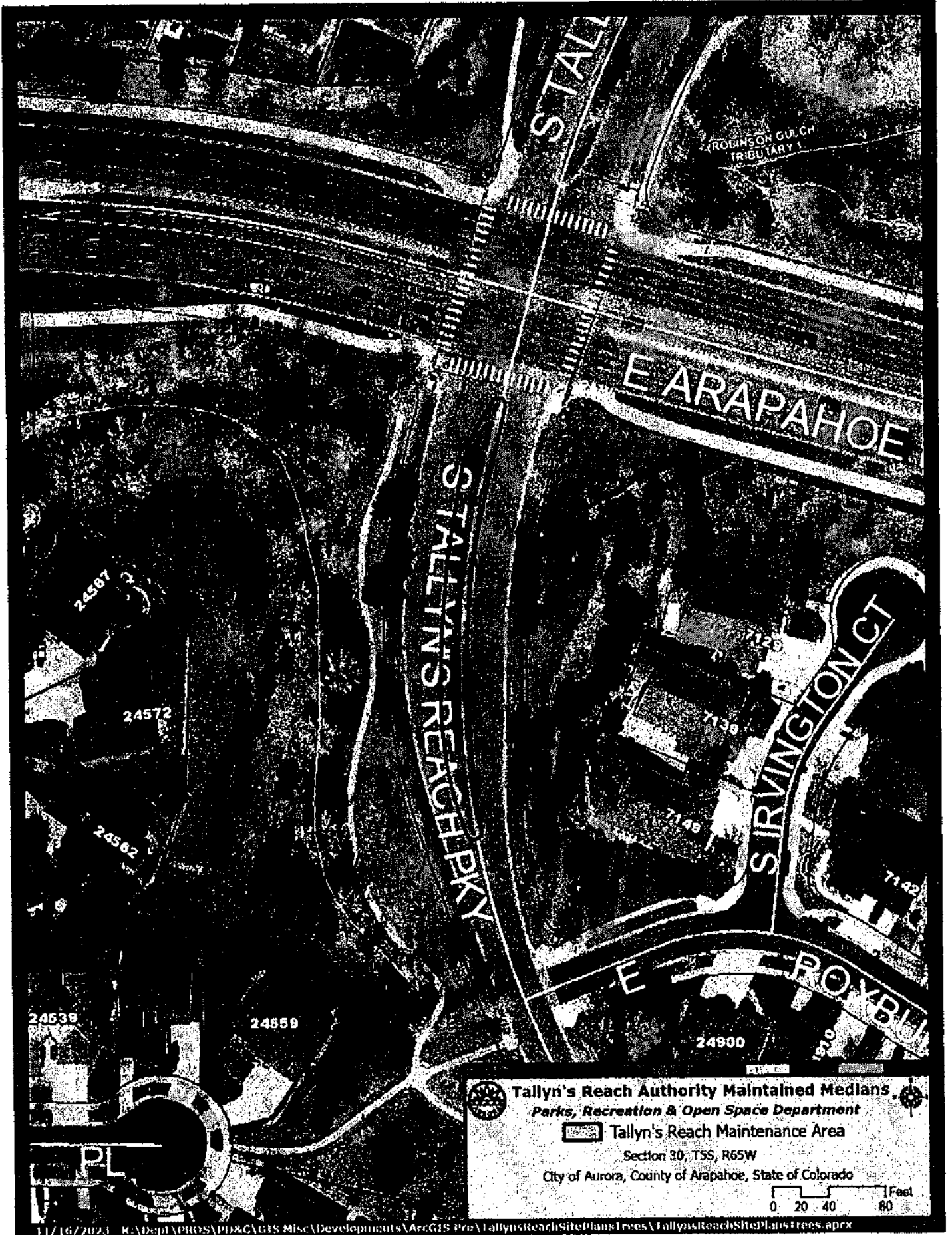
Aerial Photography: Spring 2020

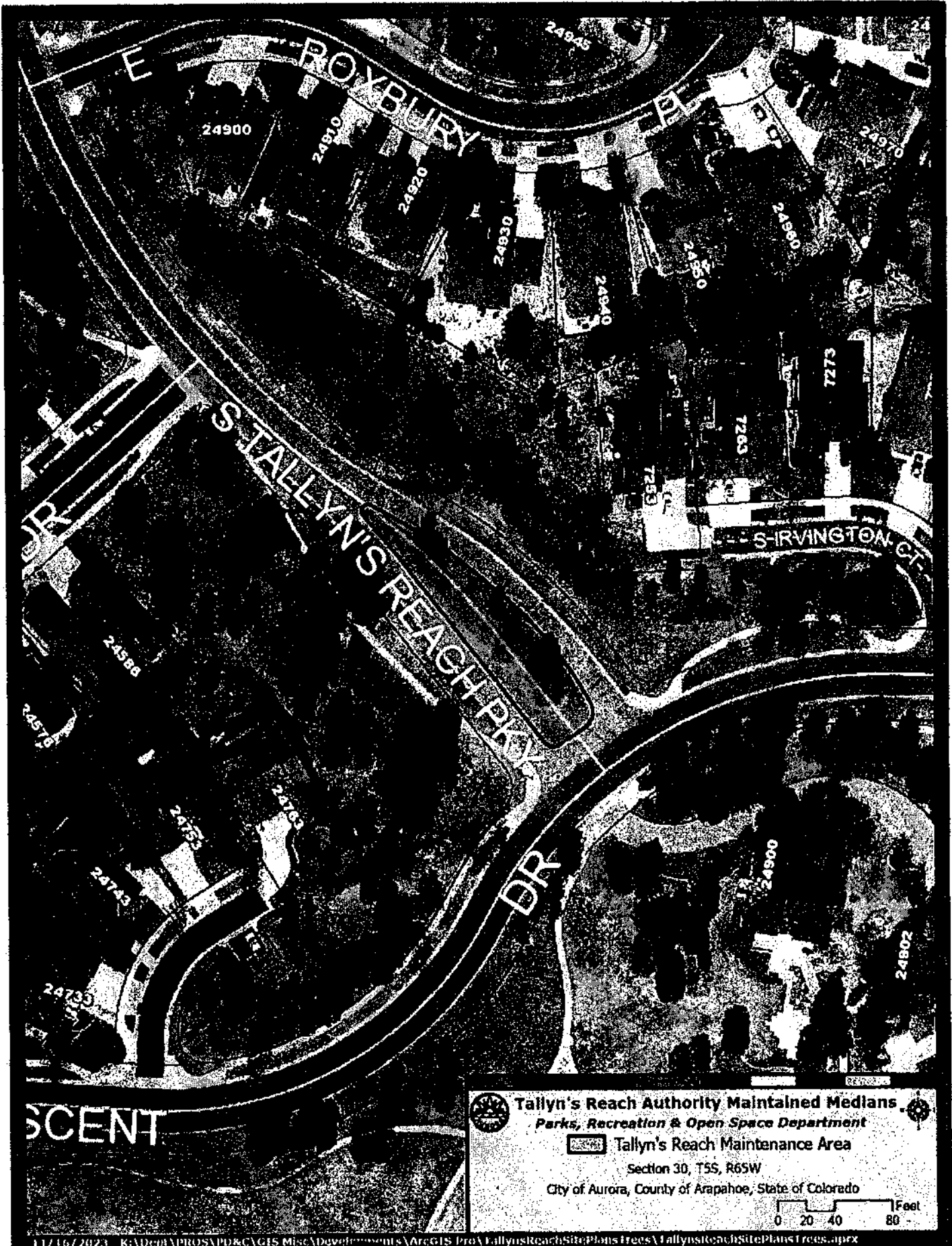
Exhibit C

**Map of medians to be
maintained by the
Authority**





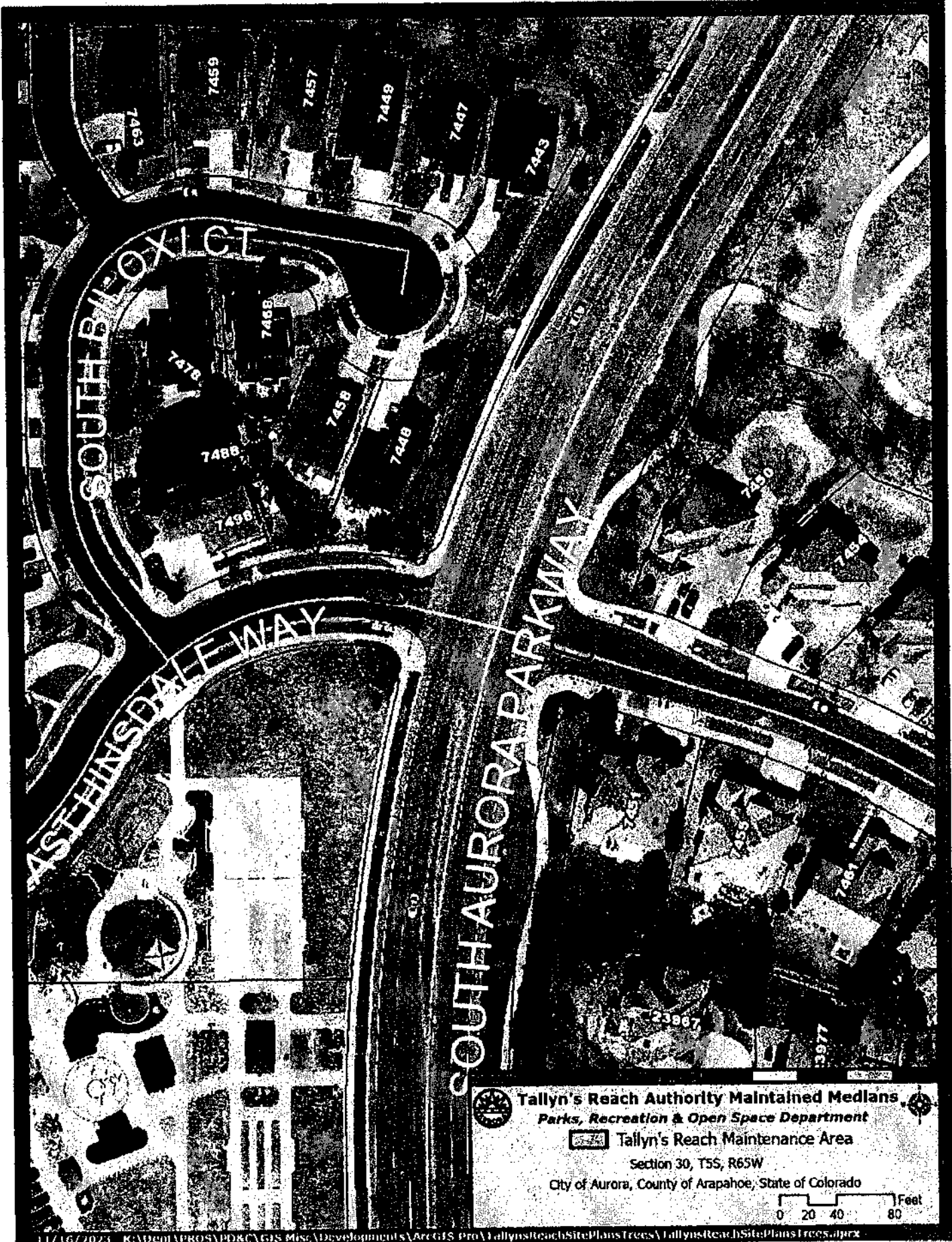




SCENT

Tallyn's Reach Authority Maintained Medians
Parks, Recreation & Open Space Department
 Tallyn's Reach Maintenance Area
 Section 30, T5S, R65W
 City of Aurora, County of Arapahoe, State of Colorado

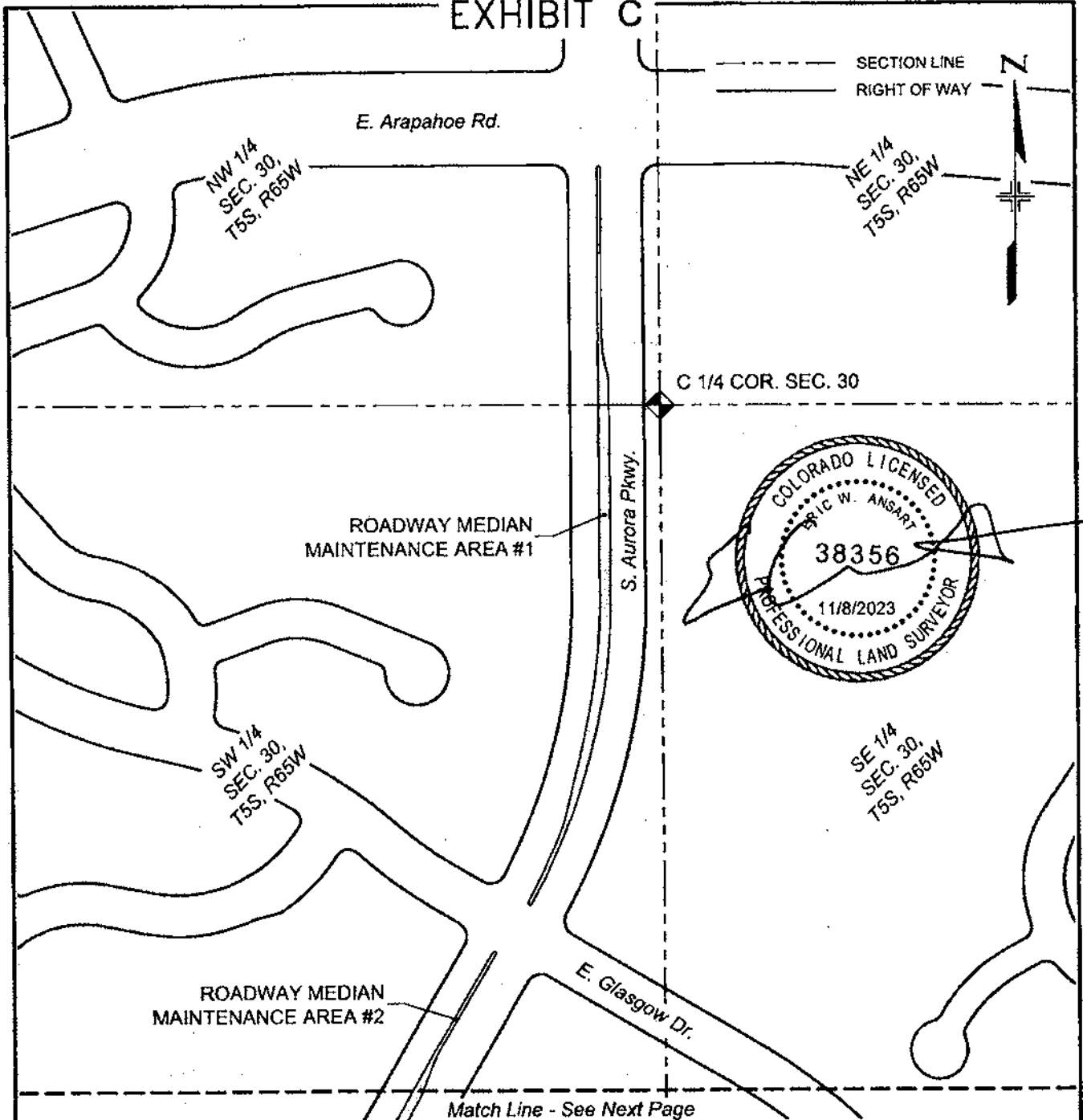
0 20 40 80 Feet



Tallyn's Reach Authority Maintained Medlans
 Parks, Recreation & Open Space Department
 Tallyn's Reach Maintenance Area
 Section 30, T5S, R65W
 City of Aurora, County of Arapahoe, State of Colorado

0 20 40 80 Feet

ILLUSTRATION FOR EXHIBIT C



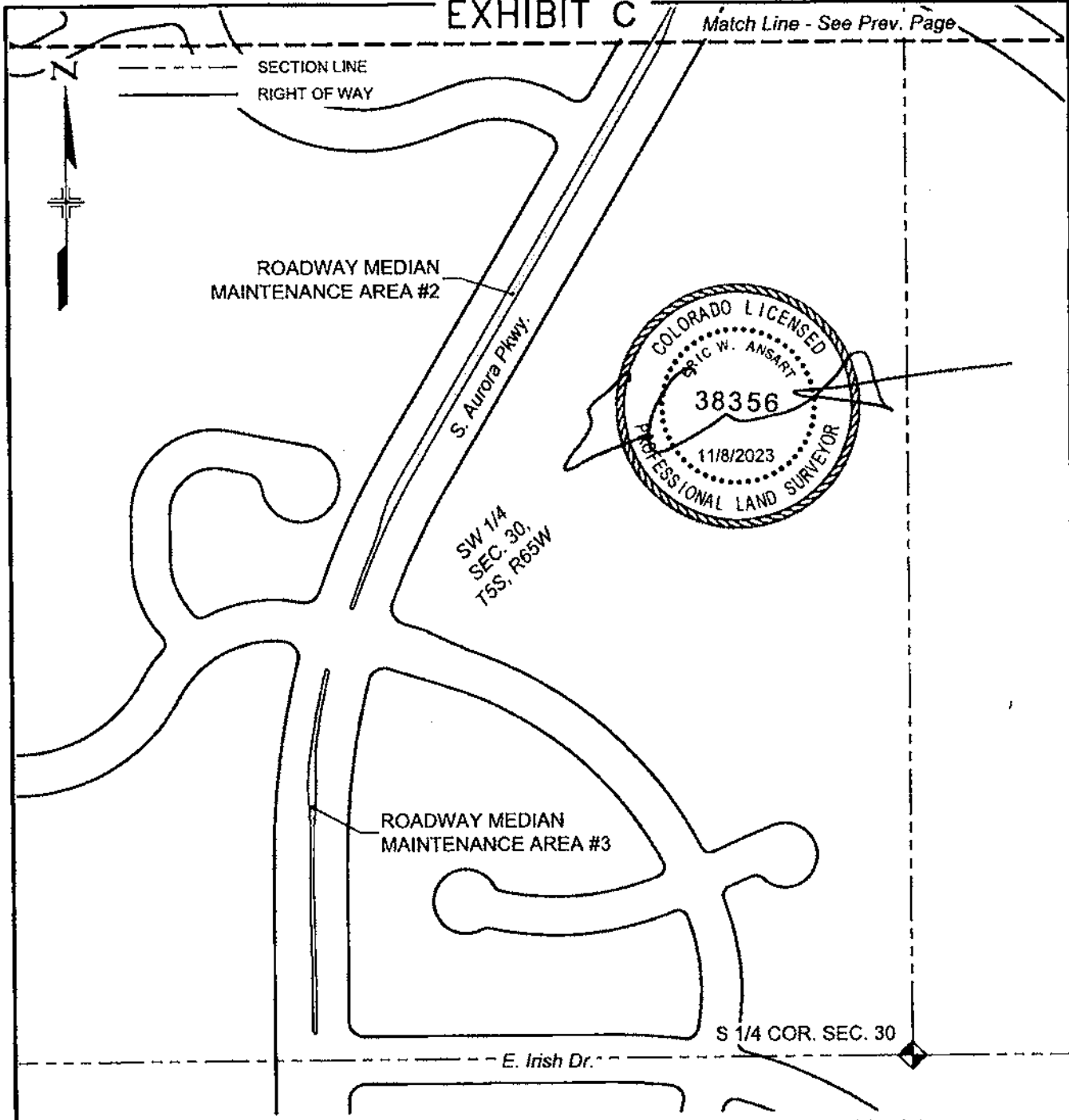
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
THE ABOVE DESCRIBED PARCELS CONTAIN 34,000 SQUARE FEET (0.78 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

PARCELS OF LAND SITUATED IN THE W 1/2 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

ILLUSTRATION FOR EXHIBIT C

Match Line - See Prev. Page



This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 THE ABOVE DESCRIBED PARCELS CONTAIN 34,000 SQUARE FEET (0.78 ACRES) MORE OR LESS

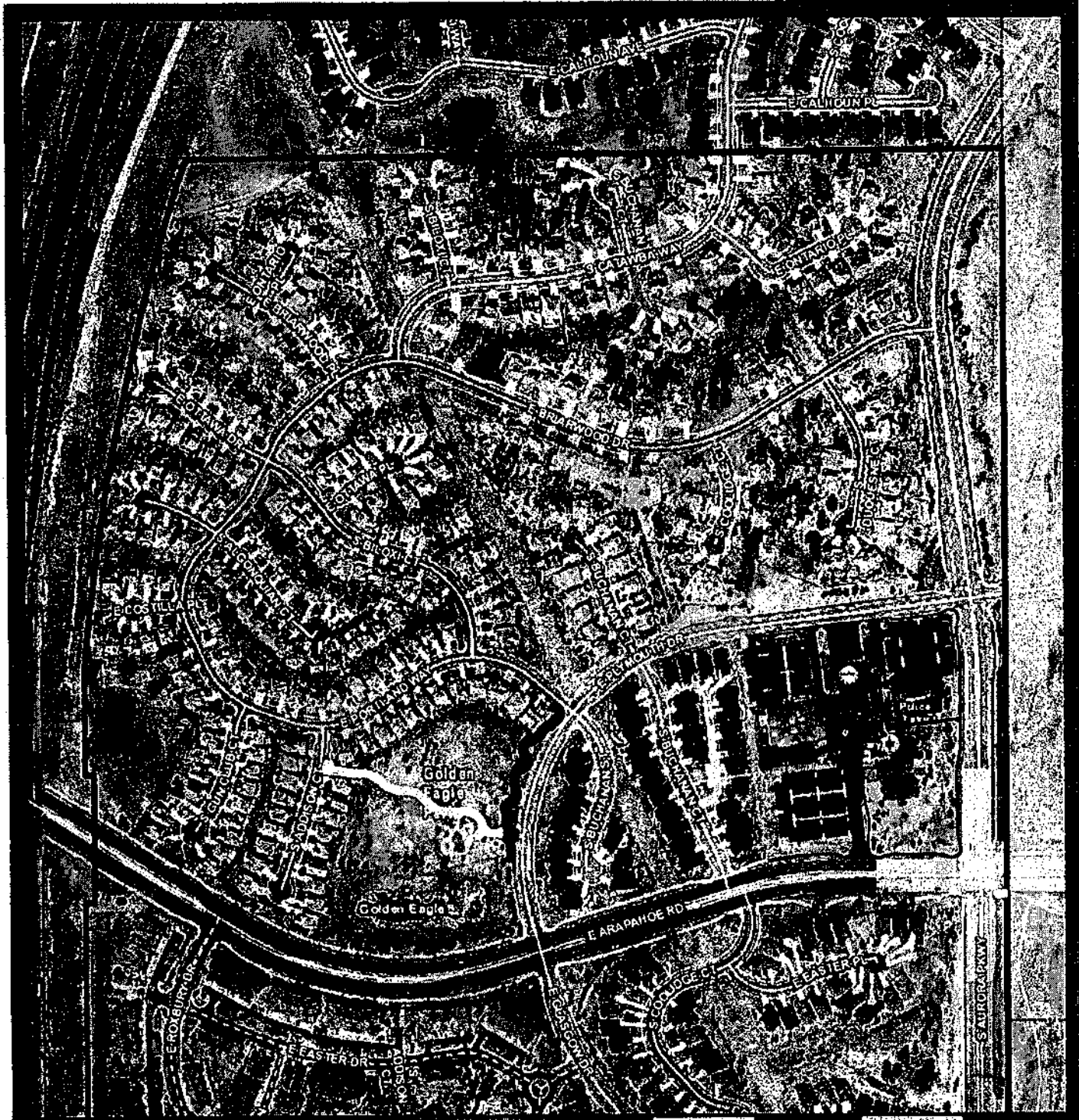
CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER: N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

PARCELS OF LAND SITUATED IN THE W 1/2 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

Exhibit D

Map of trails where the City will provide snow removal services and the maintenance priority for the City provided snow removal services, and area where the Authority will provide snow removal services on City owned property



Tallyn's Reach Authority: COA Snow Routes

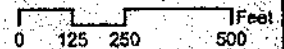
Parks, Recreation & Open Space Department

November 2023



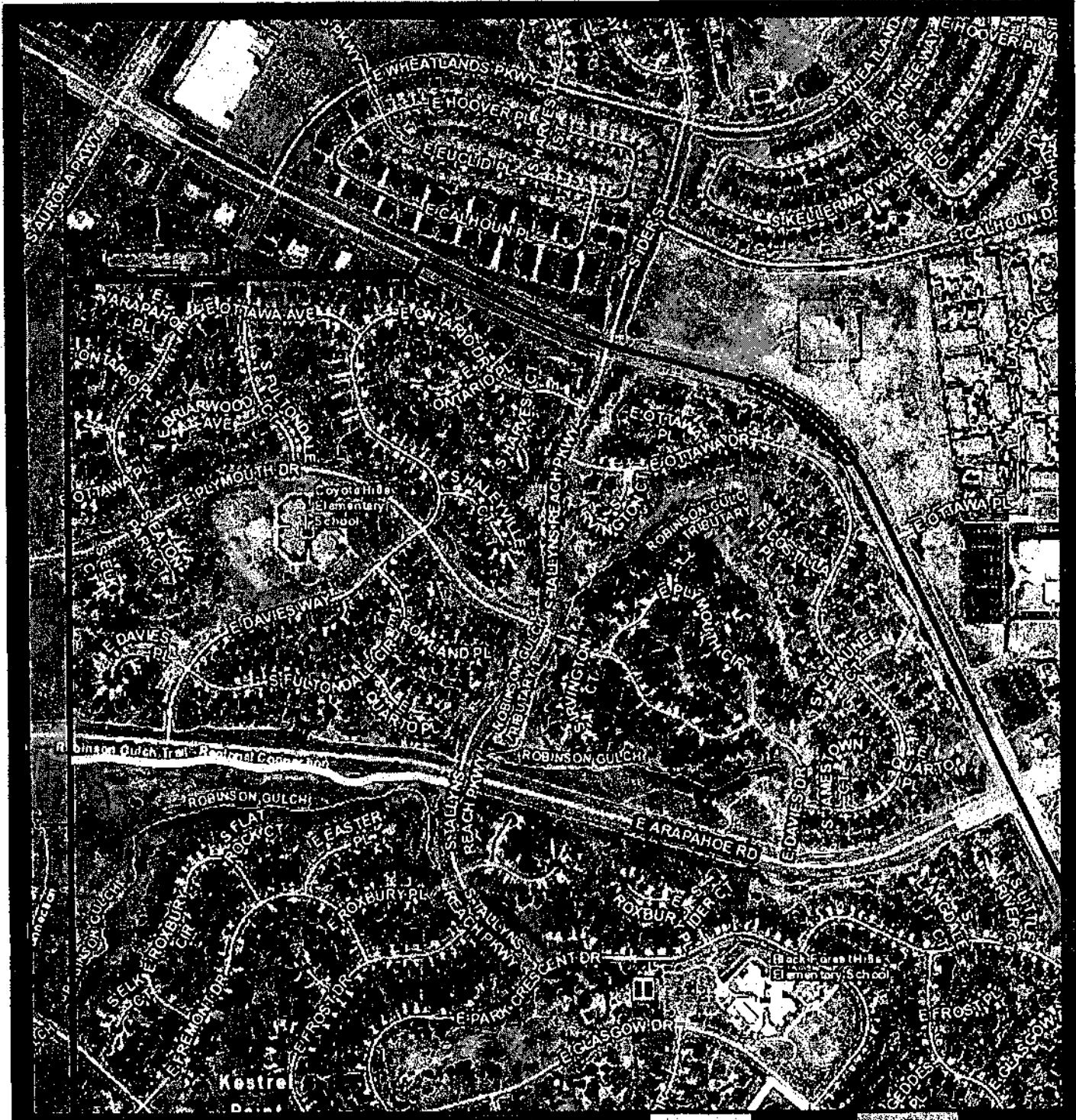
City of Aurora - Snow Route Maintenance/Priority

- Red
- Blue
- Yellow
- Green
- City Property - TRA To Provide Snow Removal Service
- Tallyn's Reach Metro Districts #1-3



Aerial Photography: Spring 2022

11/20/2023

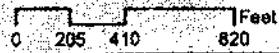


Tallyn's Reach Authority: COA Snow Routes
 Parks, Recreation & Open Space Department
 November 2023

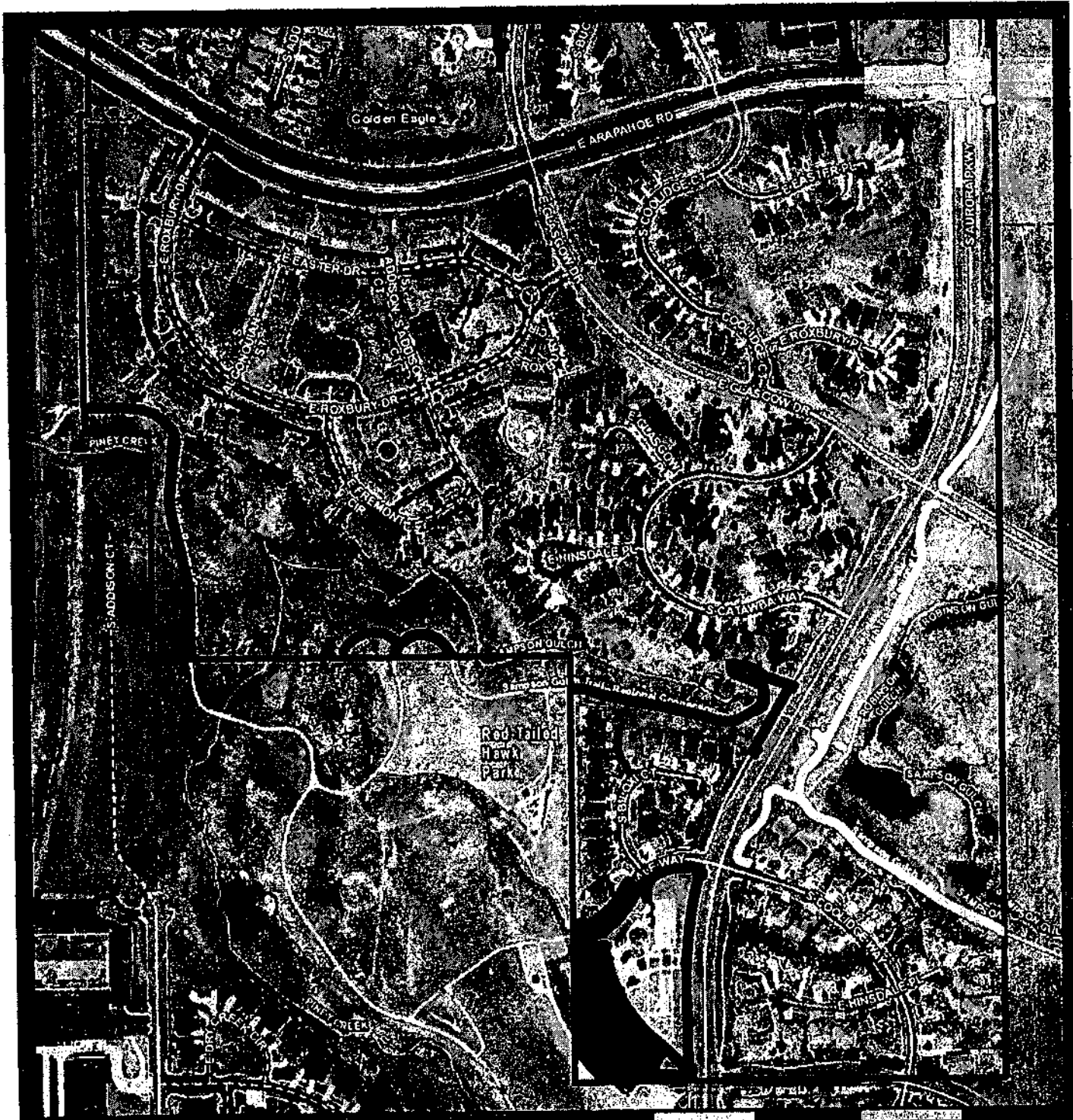


City of Aurora - Snow Route Maintenance/Priority

- Red
- Blue
- Yellow
- Green
- City Property - TRA To Provide Snow Removal Service
- Tallyn's Reach Metro Districts #1-3









Aerial Photography: Spring 2022
 11/20/2023

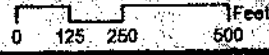


Tallyn's Reach Authority: COA Snow Routes
Parks, Recreation & Open Space Department
 November 2023

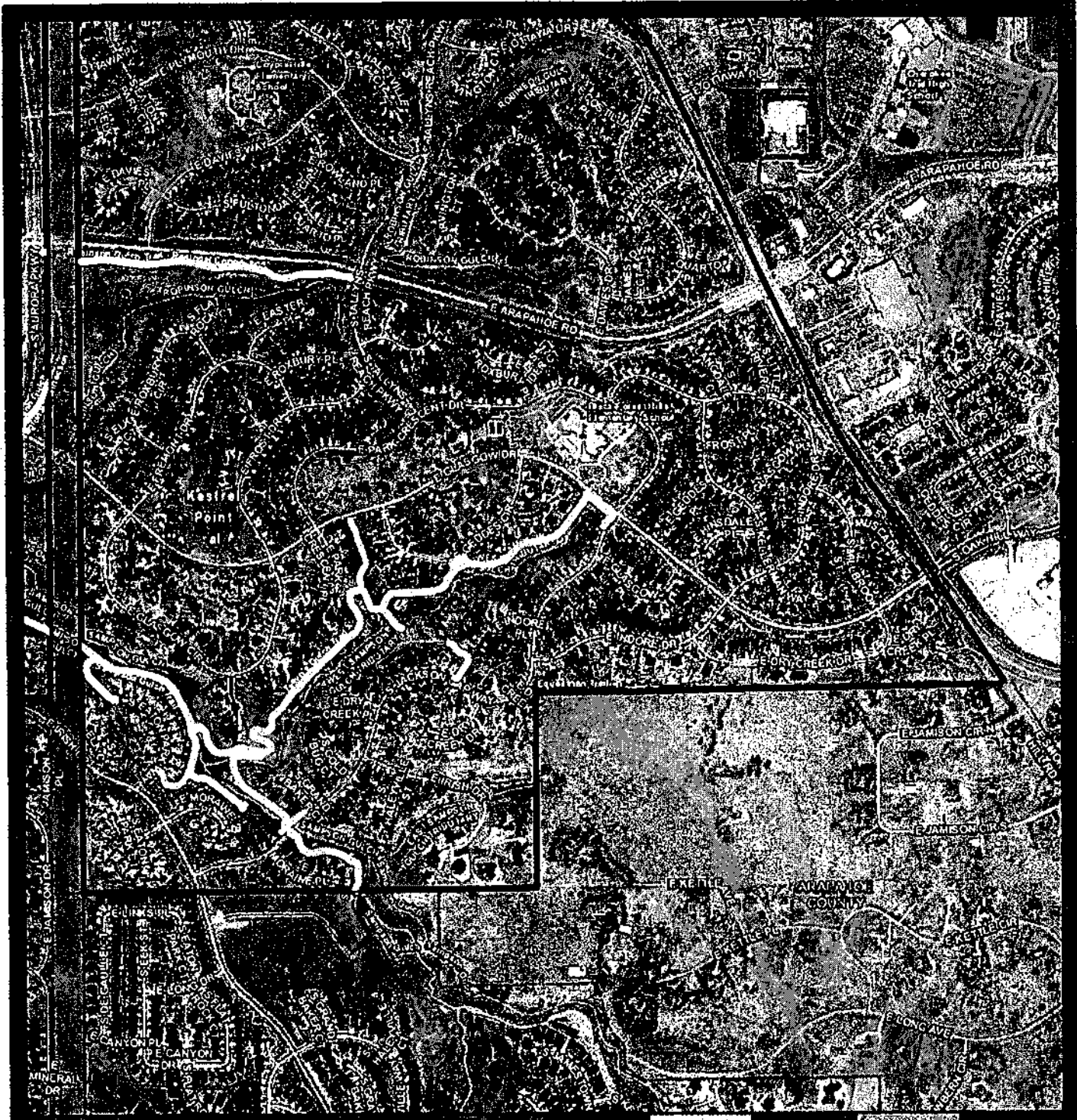


City of Aurora - Snow Route Maintenance/Priority

-  Red
-  Blue
-  Yellow
-  Green
-  City Property - TRA To Provide Snow Removal Service
-  Tallyn's Reach Metro Districts #1-3



Aerial Photography: Spring 2022
 11/20/2023



Tallyn's Reach Authority: COA Snow Routes

Parks, Recreation & Open Space Department

November 2023



City of Aurora - Snow Route Maintenance/Priority

- Red
- Blue
- Yellow
- Green
- City Property - TRA To Provide Snow Removal Service
- Tallyn's Reach Metro Districts #1-3

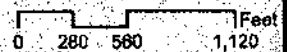


Exhibit E

**Map and legal descriptions
of parcels to be conveyed
from the City to the
Authority**

EXHIBIT 1

A parcel of land situated in the W 1/2 of Section 30, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being all of that parcel of land described as Exhibit B in that Warranty Deed recorded at Rec. No. B3057439 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Beginning at the C 1/4 corner of said Section 30;

Thence S00°32'41"W, coincident with the east line of the SW 1/4 of said Section 30, a distance of 902.75 feet to the northeasterly right-of-way of E. Glasgow Dr. as described in Rec. No. B0128804 in said office;

Thence coincident with said northeasterly right-of-way the following two (2) courses:

1. Thence N58°51'48"W, a distance of 170.84 feet to a point of tangent curvature to the right;
2. Thence along said curve (whose chord bears N14°41'49"W, a distance of 34.84 feet) having a radius of 25.00 feet and a central angle of 88°19'59", an arc length of 38.54 feet to the easterly right-of-way of S. Aurora Pkwy. as described in said Rec. No. B0128804, said point being a point of reverse curvature;

Thence coincident with said easterly right-of-way the following three (3) courses:

1. Thence along said curve (whose chord bears N15°00'17"E, a distance of 505.57 feet) having a radius of 1012.00 feet and a central angle of 28°55'48", an arc distance of 510.98 feet to a point of tangency;
2. Thence N00°32'23"E, a distance of 640.57 feet to a point of tangent curvature to the right;
3. Thence along said curve (whose chord bears N45°32'23"E, a distance of 35.36 feet) having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to the southerly right-of-way of E. Arapahoe Rd. as described in Rec. No. A9156589 in said office, said point being a point of tangency;

Thence S89°27'37"E, coincident with said southerly right-of-way, a distance of 5.01 feet to a point on the east line of the NW 1/4 of said Section 30;

Thence S00°32'29"W, coincident with said east line, a distance of 372.93 feet to the **Point of Beginning**.

The above-described parcel contains 66,219 square feet (1.520 acres), more or less

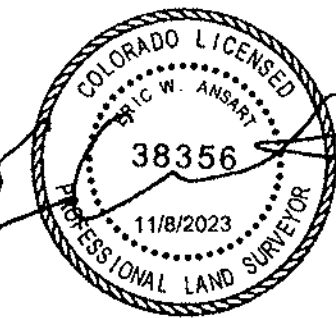
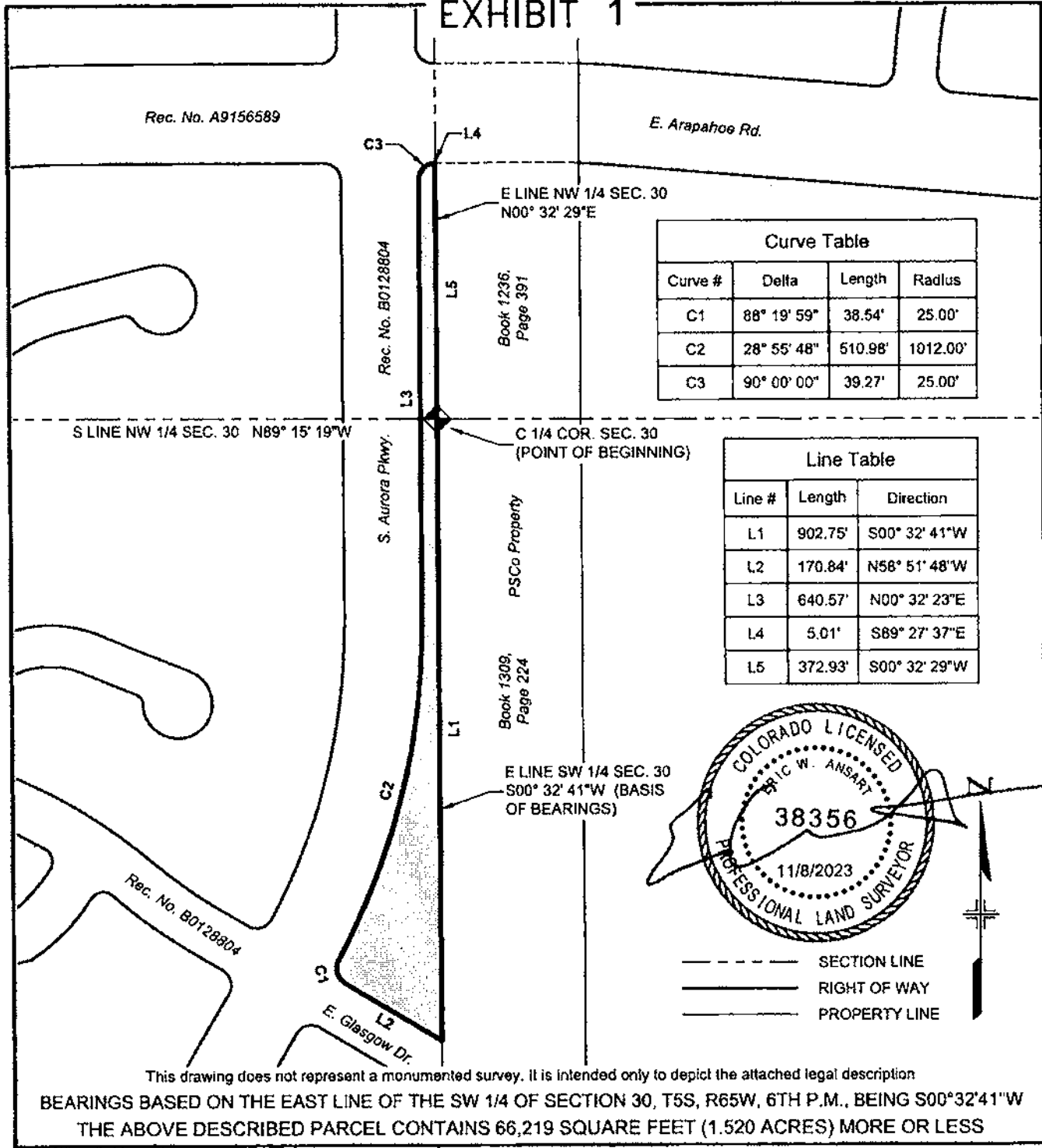
Bearings based on the east line of the SW 1/4 of Section 30, T5S, R65W, 6th P.M., being S00°32'41"W, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
 Colorado PLS# 38356
 For and on behalf of the
 City of Aurora, Colorado
 13636 E. Ellsworth Ave.
 Aurora, Colorado 80012



ILLUSTRATION FOR
EXHIBIT 1



- SECTION LINE
- RIGHT OF WAY
- PROPERTY LINE

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 BEARINGS BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., BEING S00°32'41"W
 THE ABOVE DESCRIBED PARCEL CONTAINS 66,219 SQUARE FEET (1.520 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE W 1/2 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT 2

Two parcels of land situated in the NW 1/4 of Section 30, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being all of those parcels of land described as Exhibit C in that Warranty Deed recorded at Rec. No. B3057439 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Parcel A:

Commencing at the C 1/4 corner of said Section 30;

Thence N00°32'29"E, coincident with the east line of the NW 1/4 of said Section 30, a distance of 516.93 feet to the northerly right-of-way of E. Arapahoe Rd. as described in Rec. No. A9156589 in said office, said point being the **Point of Beginning**;

Thence S89°27'37"E, coincident with said northerly right-of-way, a distance of 4.02 feet to the easterly right-of-way of S. Aurora Pkwy. as described in Rec. No. B2182331 in said office, said point being a point of tangent curvature to the right;

Thence coincident with said easterly right-of-way the following six (6) courses:

1. Thence along said curve (whose chord bears N44°27'37"W, a distance of 35.36 feet) having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;
2. Thence N00°32'23"E, a distance of 520.67 feet to a point of tangent curvature to the left;
3. Thence along said curve (whose chord bears N03°02'54"W, a distance of 126.79 feet) having a radius of 1013.00 feet and a central angle of 07°10'34", an arc distance of 126.87 feet to a point of tangency;
4. Thence N06°38'11"W, a distance of 52.86 feet to a point of tangent curvature to the right;
5. Thence along said curve (whose chord bears N38°21'49"E, a distance of 35.36 feet) having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;
6. Thence N83°21'49"E, a distance of 22.07 feet to a point on the east line of the NW 1/4 of said Section 30 and Point "A";

Thence S00°32'29"W, coincident with said east line, a distance of 755.34 feet to the **Point of Beginning**.

The above-described parcel contains 22,948 square feet (0.527 acres), more or less

Together with:

Parcel B:

Commencing at said Point "A";

Thence N00°32'29"W, coincident with the east line of the NW 1/4 of said Section 30, a distance of 74.58 feet to the easterly right-of-way of said S. Aurora Pkwy., said point being the **Point of Beginning**;

Thence coincident with said easterly right-of-way the following four (4) courses:

1. Thence S83°21'49"W, a distance of 31.39 feet to a point of tangent curvature to the right;
2. Thence along said curve (whose chord bears N51°38'11"W, a distance of 35.36 feet) having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;
3. Thence N06°38'11"W, a distance of 734.60 feet to a point of tangent curvature to the right;
4. Thence along said curve (whose chord bears N12°48'35"E, a distance of 597.26 feet) having a radius of 897.00 feet and a central angle of 38°53'31", an arc length of 608.88 feet to a point on the north line of the NW 1/4 of said Section 30;

Thence S89°57'57"E, coincident with said north line, a distance of 23.95 feet to the N 1/4 corner of said Section 30;

Thence S00°32'29"W, coincident with the east line of the NW 1/4 of said Section 30, a distance of 1330.43 feet to the **Point of Beginning**;

The above-described parcel contains 149,109 square feet (3.423 acres), more or less

The total area of both parcels contains 172,057 square feet (3.950 acres), more or less

Bearings based on the east line of the NW 1/4 of Section 30, T5S, R65W, 6th P.M., being N00°32'29"E, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

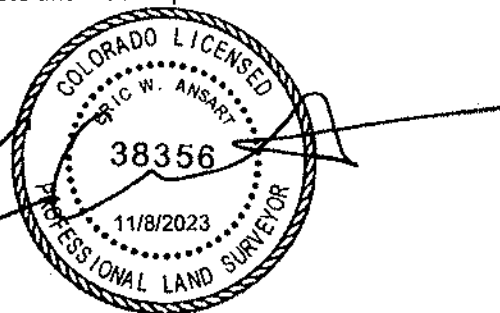
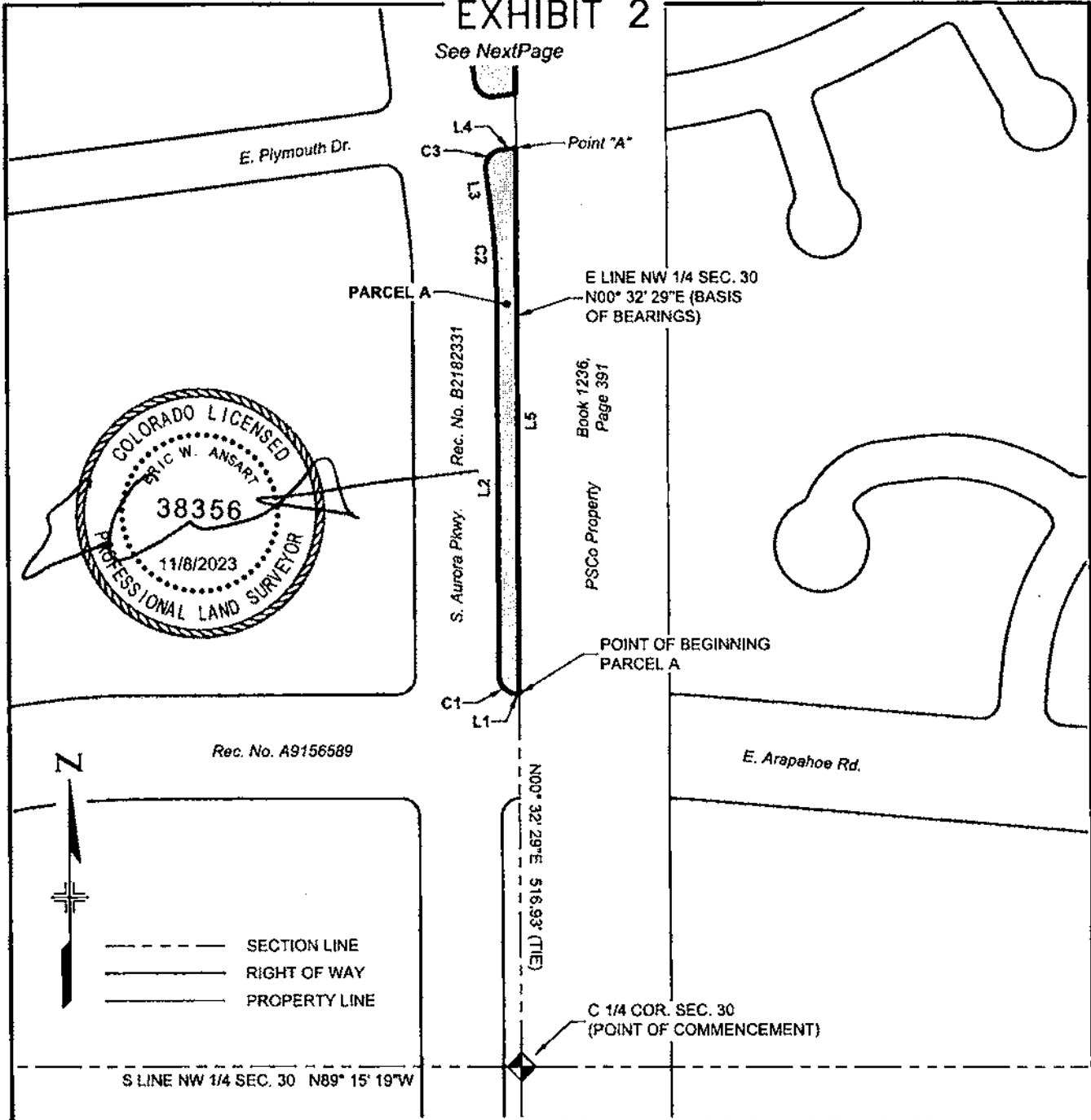


ILLUSTRATION FOR
EXHIBIT 2

See NextPage



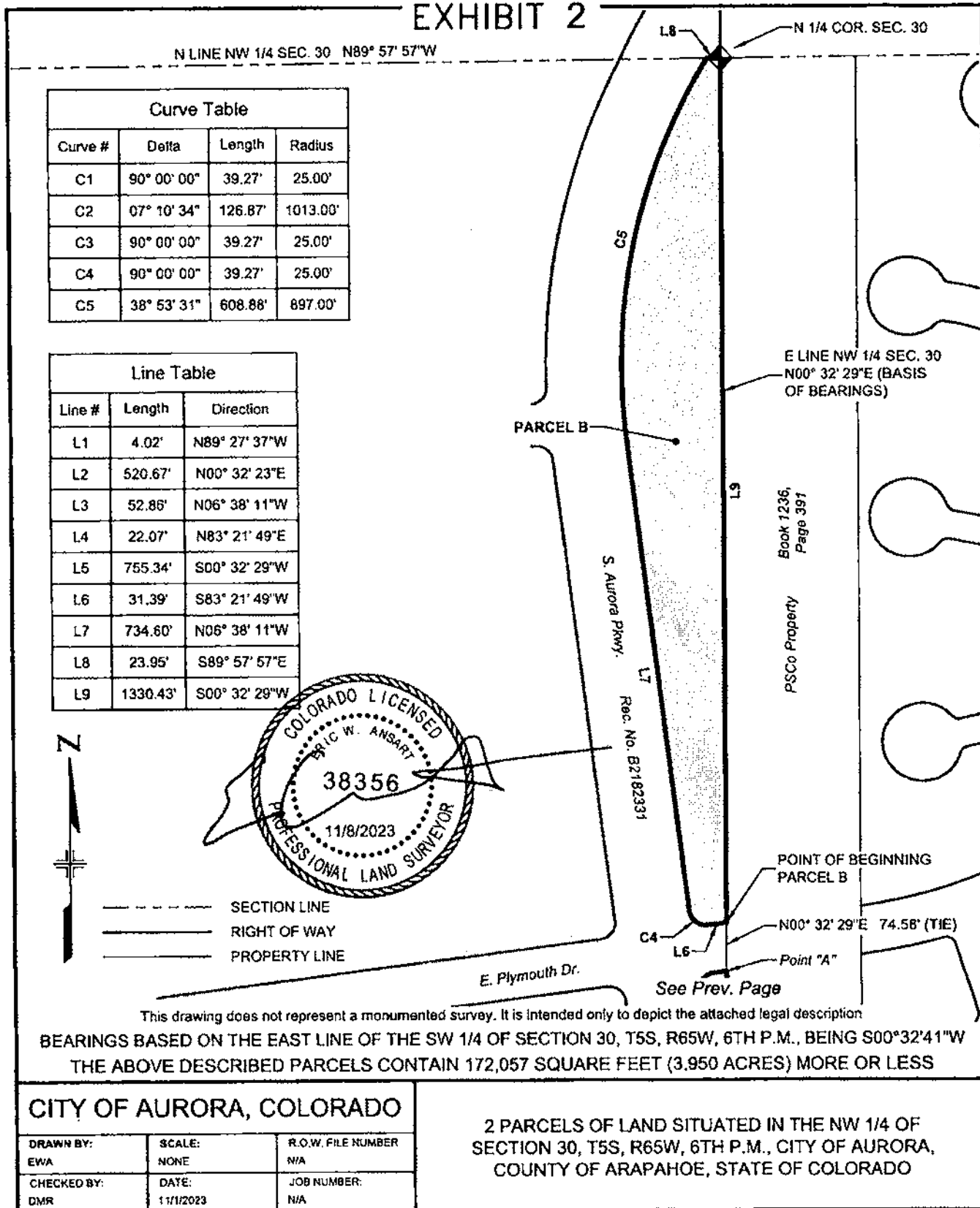
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 BEARINGS BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., BEING N00°32'29"E
 THE ABOVE DESCRIBED PARCELS CONTAIN 172,057 SQUARE FEET (3.950 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

2 PARCELS OF LAND SITUATED IN THE NW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

ILLUSTRATION FOR EXHIBIT 2



This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 BEARINGS BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., BEING S00°32'41"W
 THE ABOVE DESCRIBED PARCELS CONTAIN 172,057 SQUARE FEET (3.950 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER: N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

2 PARCELS OF LAND SITUATED IN THE NW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT 3

A parcel of land situated in the W 1/2 of Section 29, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of Tract 'A', Tallyn's Reach Subdivision Filing No. 3, the plat of said subdivision being recorded at Rec. No. B0050119 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 29;

Thence N16°19'19"E, a distance of 174.78 feet to the southwesterly corner of said Tract 'A', said point being the **Point of Beginning**;

Thence N16°20'04"E, coincident with the west line of said Tract 'A', a distance of 5.00 feet;

Thence S73°39'56"E, a distance of 819.21 feet to a point on the easterly line of said Tract 'A';

Thence S26°22'55"W, coincident with said easterly line, a distance of 5.08 feet to the southeasterly corner of said Tract 'A';

Thence N73°39'56"W, coincident with the southerly line of said Tract 'A', a distance of 818.32 feet to the **Point of Beginning**.

The above-described parcel contains 4,094 square feet (0.094 acres), more or less

Bearings based on the west line of the SW 1/4 of Section 29, T5S, R65W, 6th P.M., being S00°36'34"W, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

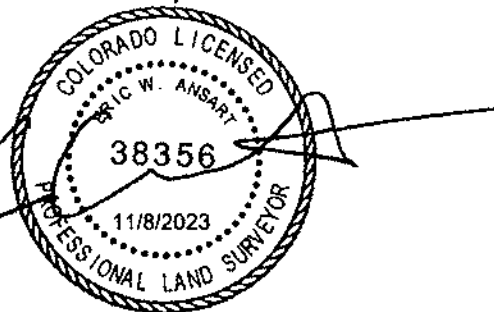
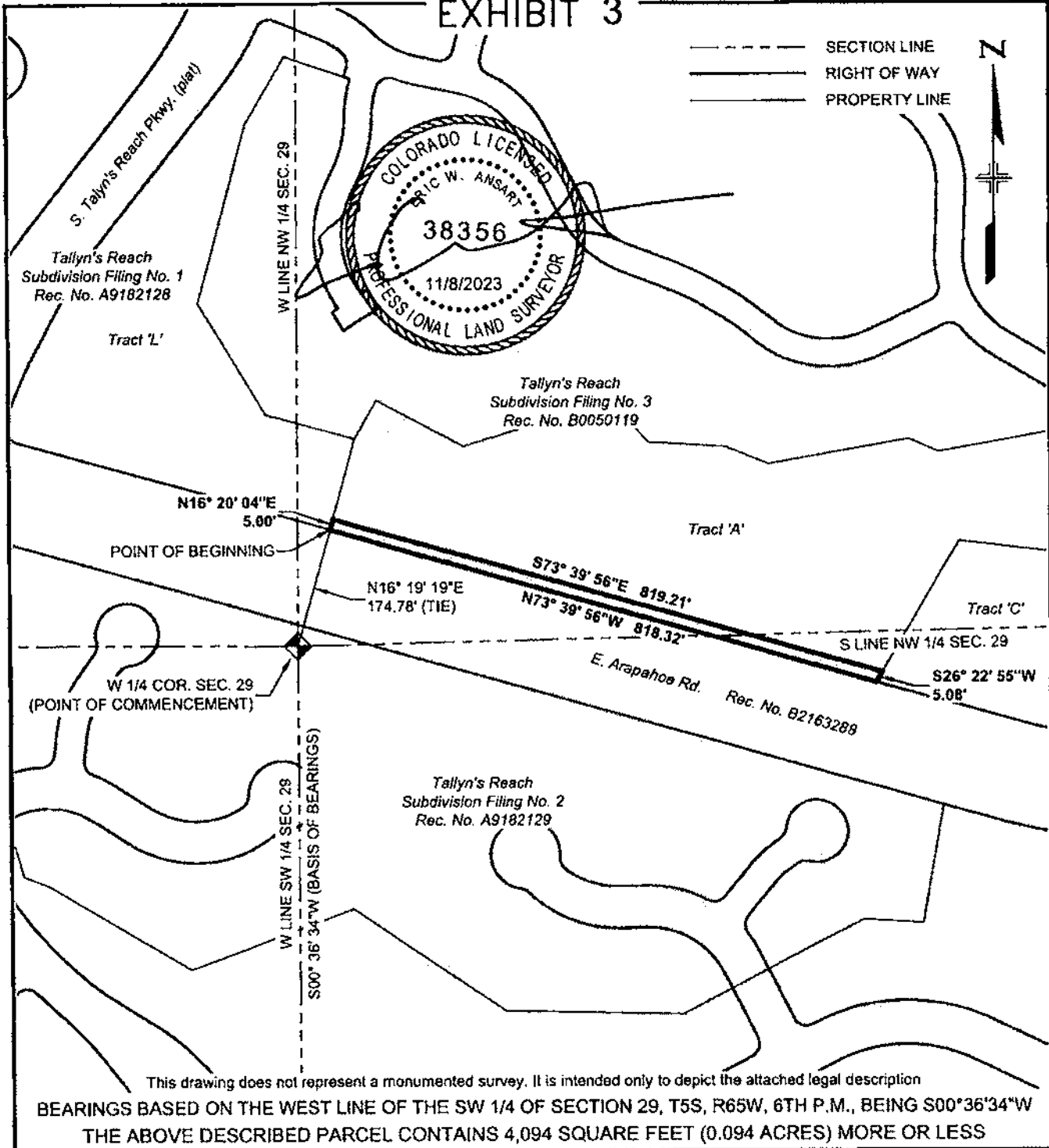


ILLUSTRATION FOR
EXHIBIT 3



CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE W 1/2 OF SECTION 29, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT 4

A parcel of land situated in the NE 1/4 of Section 30, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described as Exhibit A in that Warranty Deed recorded at Rec. No. B1132560 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 30;

Thence N73°20'03"W, a distance of 892.13 feet to the northeasterly corner of said parcel, said point being the **Point of Beginning**;

Thence S00°00'00"E, coincident with the easterly line of said parcel, a distance of 56.00 feet;

Thence N84°36'17"W, a distance of 126.00 feet;

Thence N00°00'00"E, a distance of 56.00 feet to a point on the northerly line of said parcel;

Thence S84°36'17"E, coincident with said northerly line, a distance of 126.00 feet to the **Point of Beginning**.

The above-described parcel contains 7,025 square feet (0.161 acres), more or less

Bearings based on the south line of the NE 1/4 of Section 30, T5S, R65W, 6th P.M., being N89°15'29"W, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave
Aurora, Colorado 80012

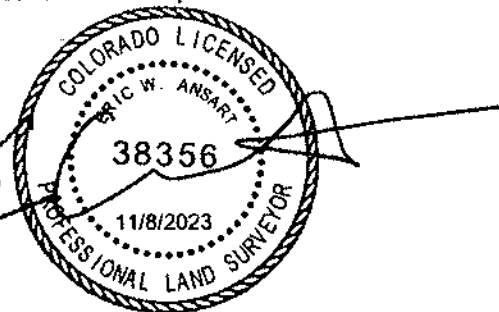
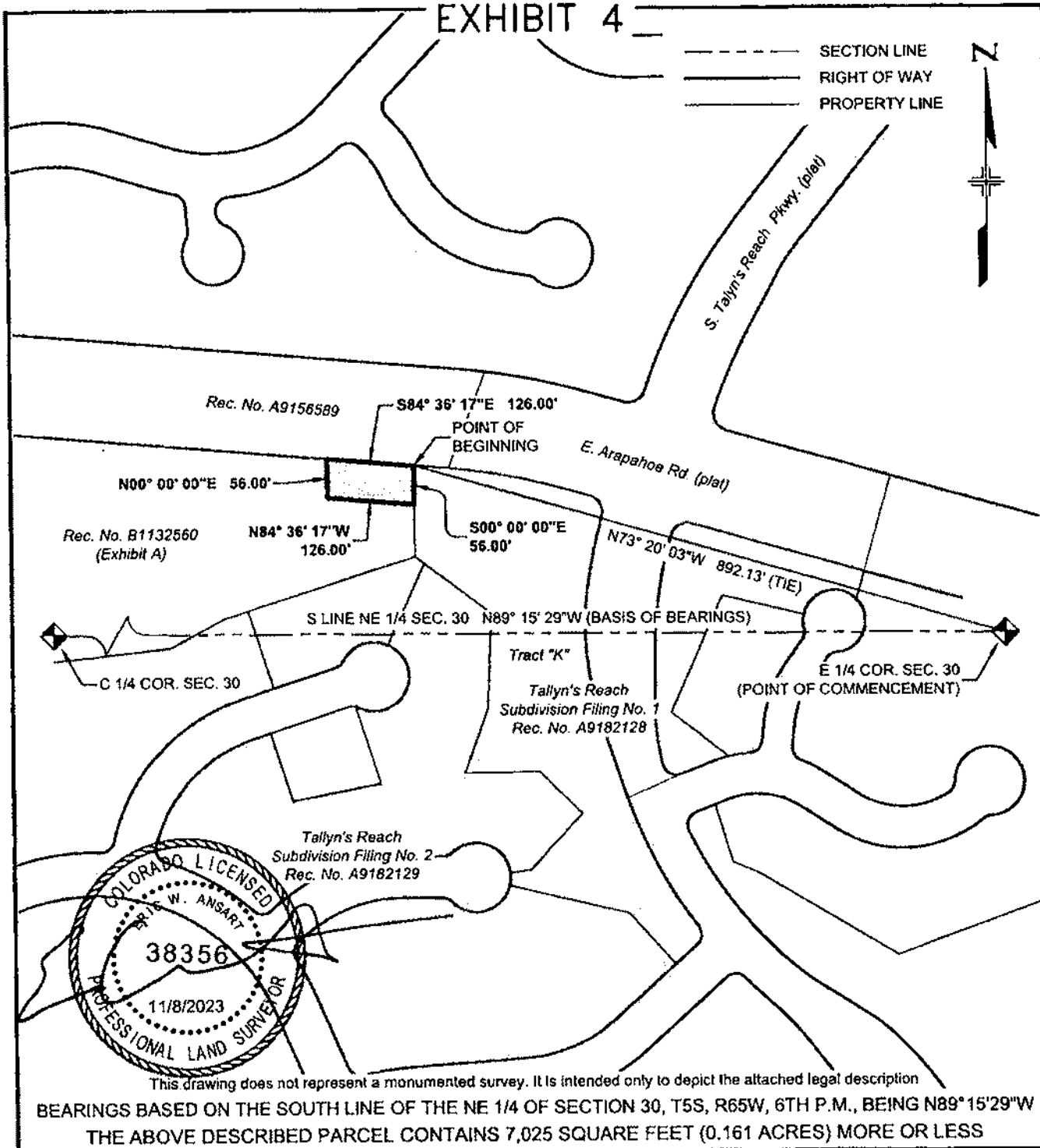


ILLUSTRATION FOR
EXHIBIT 4



CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/12/2023	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT 5

A parcel of land situated in the SW 1/4 of Section 30, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described as Exhibit B in that Warranty Deed recorded at Rec. No. B1132560 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the C 1/4 corner of said Section 30;

Thence S00°32'41"W, coincident with the east line of the SW 1/4 of said Section 30, a distance of 988.72 feet to the northeasterly corner of said parcel, said point being the **Point of Beginning**;

Thence S00°32'41"W, coincident with the easterly line of said parcel, a distance of 5.81 feet;

Thence N58°51'48"W, a distance of 217.11 feet to a point of tangent curvature to the left;

Thence along said curve (whose chord bears S76°08'12"W, a distance of 28.28 feet) having a radius of 20.00 feet and a central angle of 90°00'00", an arc length of 31.42 feet to a point of tangency;

Thence S31°08'12"W, a distance of 992.95 feet to a point of tangent curvature to the left;

Thence along said curve (whose chord bears S30°45'43"W, a distance of 14.89 feet) having a radius of 1138.00 feet and a central angle of 00°44'59", an arc length of 14.89 feet to a point on the southerly line of said parcel;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence N60°12'20"W, a distance of 5.00 feet to a point of non-tangent curvature to the right;
2. Thence along said curve (whose chord bears N30°45'38"E, a distance of 15.01 feet) having a radius of 1143.00 feet and a central angle of 00°45'08", an arc length of 15.01 feet to a point of tangency;
3. Thence N31°08'12"E, a distance of 992.95 feet to a point of tangent curvature to the right;
4. Thence along said curve (whose chord bears N76°08'12"E, a distance of 35.36 feet) having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;
5. Thence S58°51'48"E, a distance of 214.15 feet to the **Point of Beginning**.

The above-described parcel contains 6,294 square feet (0.144 acres), more or less

Bearings based on the east line of the SW 1/4 of Section 30, T5S, R65W, 6th P.M., being S00°32'41"W, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

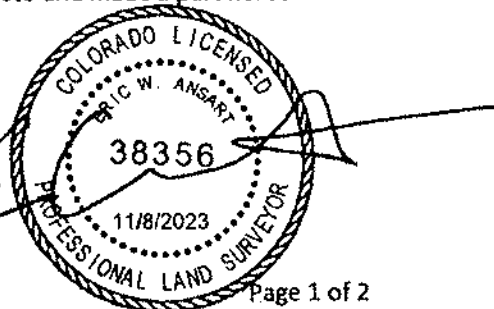


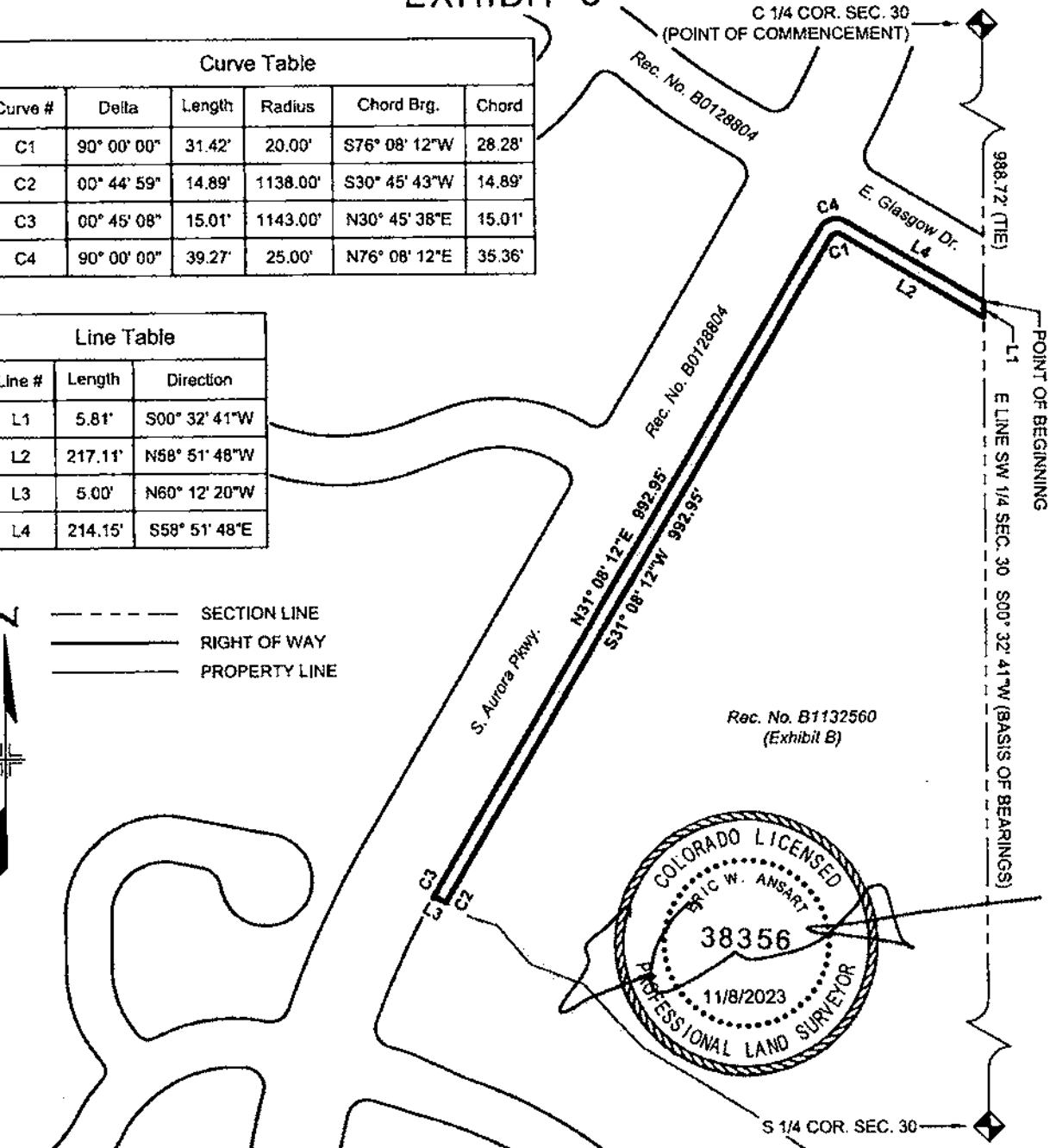
ILLUSTRATION FOR EXHIBIT 5

Curve Table					
Curve #	Delta	Length	Radius	Chord Brg.	Chord
C1	90° 00' 00"	31.42'	20.00'	S76° 08' 12"W	28.28'
C2	00° 44' 59"	14.89'	1138.00'	S30° 45' 43"W	14.89'
C3	00° 45' 08"	15.01'	1143.00'	N30° 45' 38"E	15.01'
C4	90° 00' 00"	39.27'	25.00'	N76° 08' 12"E	35.36'

Line Table		
Line #	Length	Direction
L1	5.81'	S00° 32' 41"W
L2	217.11'	N58° 51' 48"W
L3	5.00'	N60° 12' 20"W
L4	214.15'	S58° 51' 48"E



- - - - SECTION LINE
 = = = = RIGHT OF WAY
 ———— PROPERTY LINE



This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 BEARINGS BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 30 T5S, R65W, 6TH P.M., BEING S00°32'41"W
 THE ABOVE DESCRIBED PARCEL CONTAINS 6,294 SQUARE FEET (0.144 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 30, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT 6

A parcel of land situated in the NW 1/4 of Section 29, Township 5 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of Tract B, Tallyn's Reach Subdivision Filing No. 14, the plat of said subdivision being recorded at Rec. No. B5163890 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the NW corner of said Section 29;

Thence S07°12'33"E, a distance of 987.20 feet to an angle point in the northerly line of said Tract B, said point being the northwesterly corner of Lot 1, Block 2, of said Tallyn's Reach Subdivision Filing No. 14, and also being the **Point of Beginning**;

Thence coincident with said northerly line the following six (6) courses:

1. Thence S14°27'46"W, a distance of 124.39 feet;
2. Thence S67°48'04"E, a distance of 91.59 feet to a point of non-tangent curvature to the left;
3. Thence along said curve (whose chord bears S14°38'20"W, a distance of 76.18 feet) having a radius of 50.00 feet and a central angle of 99°15'00", an arc distance of 86.61 feet to a point of non-tangency;
4. Thence S55°00'50"W, a distance of 71.62 feet;
5. Thence S04°15'43"E, a distance of 159.34 feet;
6. Thence N76°07'08"E, a distance of 35.22 feet;

Thence S02°09'51"E, a distance of 154.51 feet to a point on the southerly line of said Tract B;

Thence coincident with the southerly and westerly lines of said Tract B the following eleven (11) courses:

1. Thence S58°35'15"W, a distance of 75.76 feet;
2. Thence S12°53'22"W, a distance of 78.44 feet;
3. Thence S32°53'37"W, a distance of 115.72 feet;
4. Thence N67°11'58"W, a distance of 45.25 feet to a point of tangent curvature to the right;
5. Thence along said curve (whose chord bears N26°46'07"W, a distance of 25.94 feet) having a radius of 20.00 feet and a central angle of 80°51'42", an arc distance of 28.23 feet to a point of reverse curvature;
6. Thence along said curve (whose chord bears N08°03'54"E, a distance of 87.24 feet) having a radius of 447.25 feet and a central angle of 11°11'40", an arc distance of 87.38 feet to a point of tangency;
7. Thence N02°28'04"E, a distance of 509.78 feet to a point of tangent curvature to the right;
8. Thence along said curve (whose chord bears N14°24'24"E, a distance of 166.01 feet) having a radius of 401.25 feet and a central angle of 23°52'39", an arc distance of 167.22 feet to a point of tangency;
9. Thence N26°20'43"E, a distance of 6.81 feet to a point of tangent curvature to the right;
10. Thence along said curve (whose chord bears N68°13'46"E, a distance of 20.03 feet) having a radius of 15.00 feet and a central angle of 83°46'05", an arc distance of 21.93 feet to a point of reverse curvature;
11. Thence along said curve (whose chord bears S72°42'43"E, a distance of 77.09 feet) having a radius of 782.00 feet and a central angle of 05°39'02", an arc distance of 77.12 feet to the **Point of Beginning**.

The above-described parcel contains 105,394 square feet (2.420 acres), more or less

Bearings based on the west line of the NW 1/4 of Section 29, T5S, R65W, 6th P.M., being S00°43'11"W,
and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave
Aurora, Colorado 80012

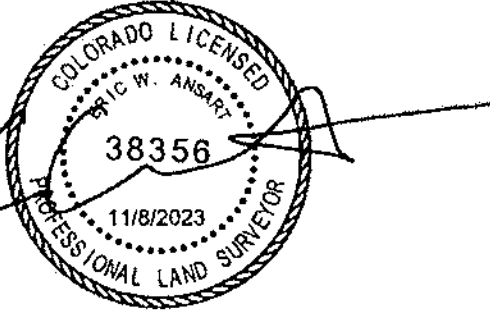
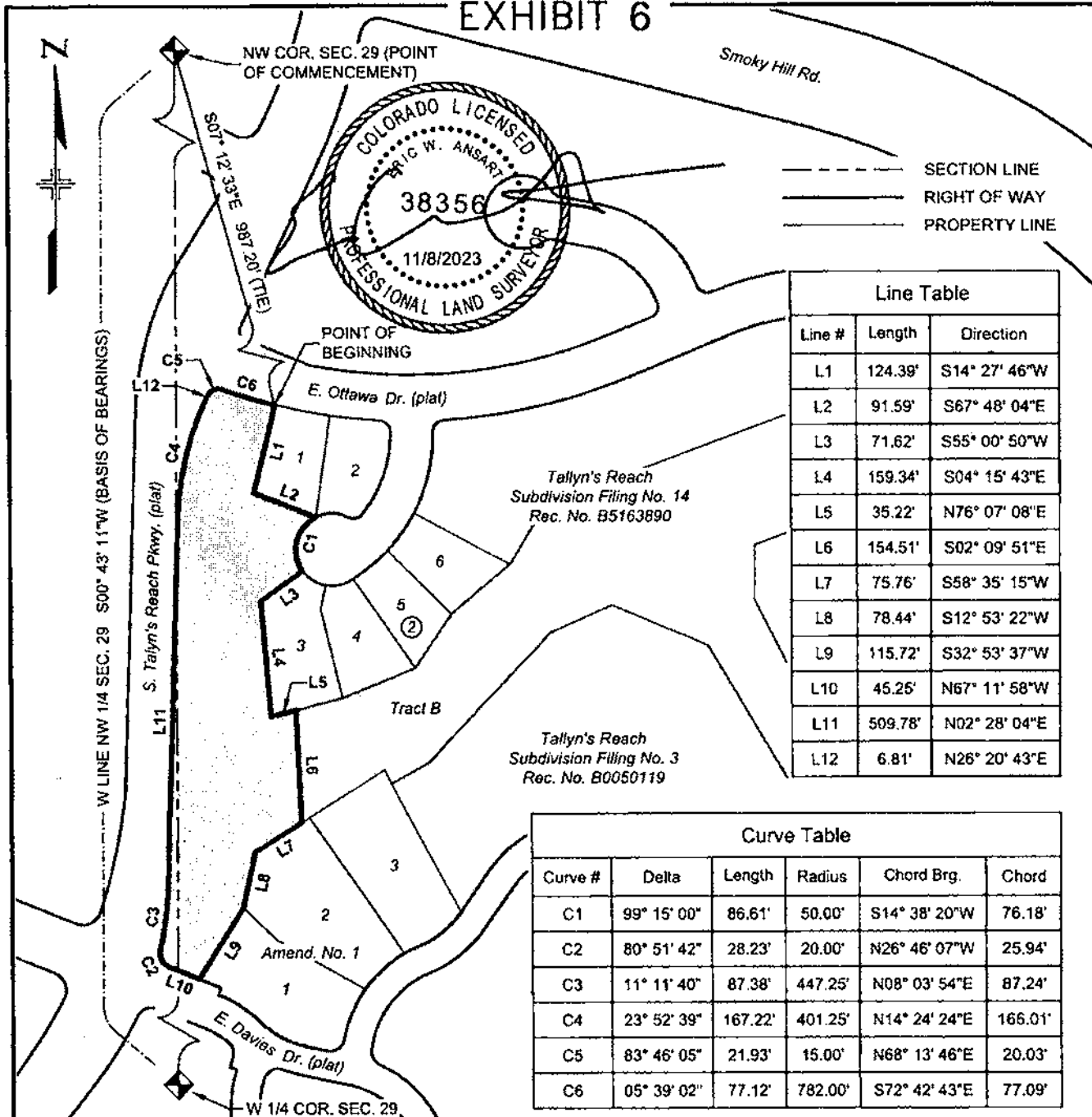


ILLUSTRATION FOR
EXHIBIT 6



Line Table		
Line #	Length	Direction
L1	124.39'	S14° 27' 46"W
L2	91.59'	S67° 48' 04"E
L3	71.62'	S55° 00' 50"W
L4	159.34'	S04° 15' 43"E
L5	35.22'	N76° 07' 08"E
L6	154.51'	S02° 09' 51"E
L7	75.76'	S58° 35' 15"W
L8	78.44'	S12° 53' 22"W
L9	115.72'	S32° 53' 37"W
L10	45.25'	N67° 11' 58"W
L11	509.78'	N02° 28' 04"E
L12	6.81'	N26° 20' 43"E

Curve Table					
Curve #	Delta	Length	Radius	Chord Brg.	Chord
C1	99° 15' 00"	86.61'	50.00'	S14° 38' 20"W	76.18'
C2	80° 51' 42"	28.23'	20.00'	N26° 46' 07"W	25.94'
C3	11° 11' 40"	87.38'	447.25'	N08° 03' 54"E	87.24'
C4	23° 52' 39"	167.22'	401.25'	N14° 24' 24"E	166.01'
C5	83° 46' 05"	21.93'	15.00'	N68° 13' 46"E	20.03'
C6	05° 39' 02"	77.12'	782.00'	S72° 42' 43"E	77.09'

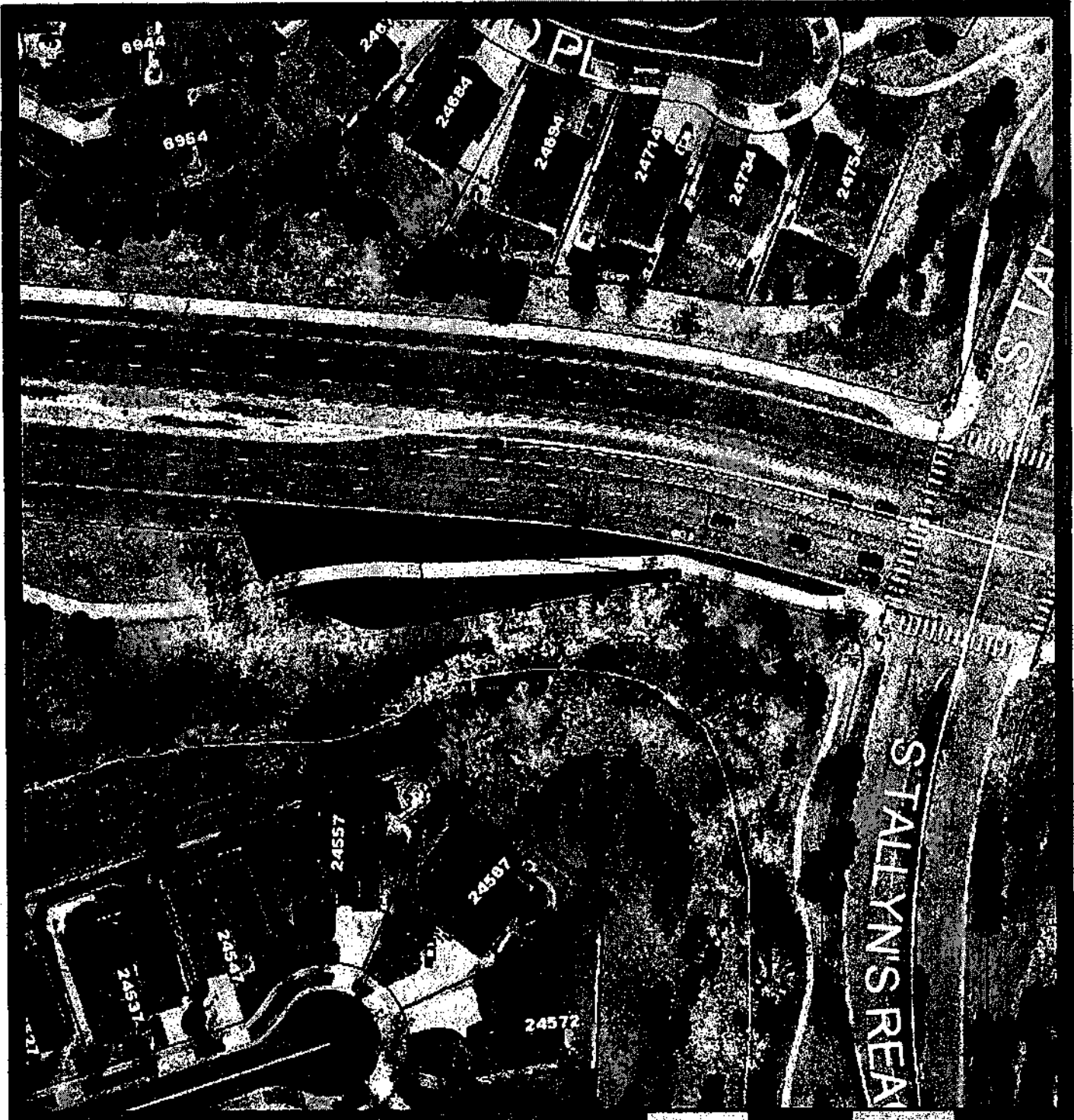
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description
 BEARINGS BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 29 T5S, R65W, 6TH P.M., BEING S00°43'11"W
 THE ABOVE DESCRIBED PARCEL CONTAINS 105,394 SQUARE FEET (2.420 ACRES) MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/1/2023	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 29, T5S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

Exhibit F

**Map of area to areas the
City will convert existing
Kentucky Blue Grass (turf)
to native grasses**



Tallyn's Reach Authority: Turf Conversion

Parks, Recreation & Open Space Department

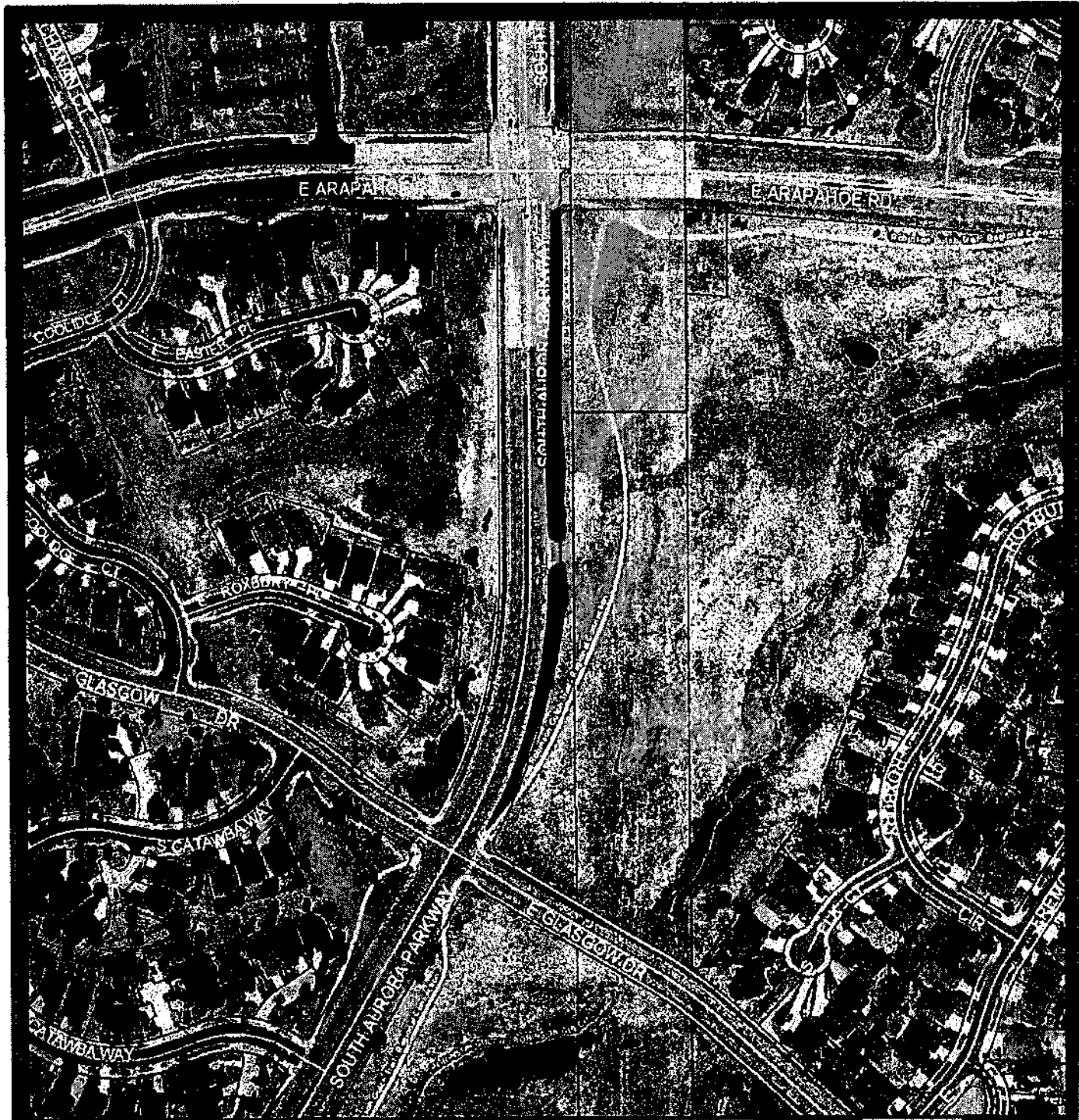
November 2023


- EAR - 1
- SAP - 3
- STRP - 1



Aerial Photography: Spring 2022
11/14/2023








Tallyn's Reach Authority: Turf Conversion

Parks, Recreation & Open Space Department

November 2023

- EAR - 1
- SAP - 3
- STRP - 1



Aerial Photography: Spring 2022
11/14/2023


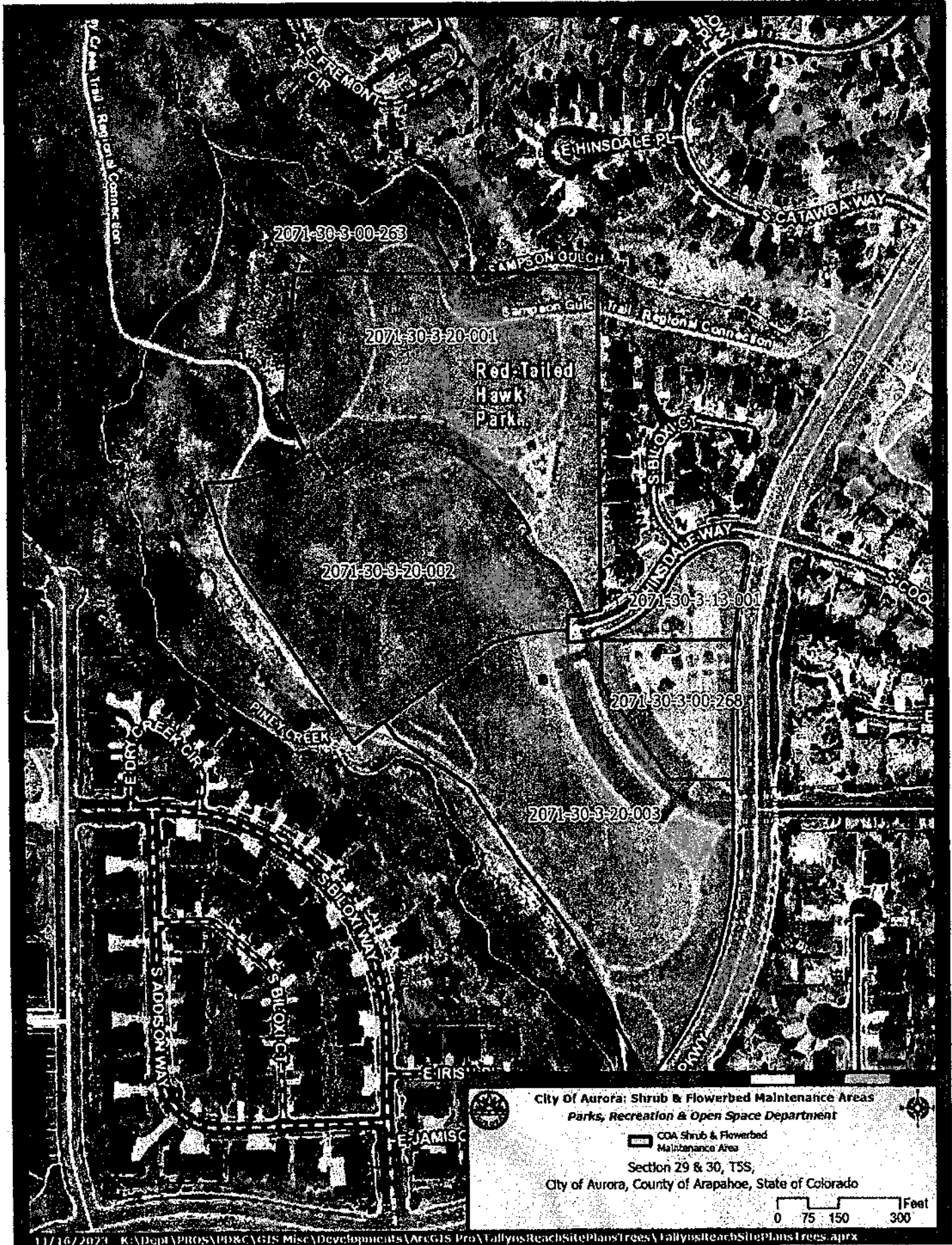


Exhibit G

**Map of area the City will
maintain shrub and flower
beds**



2071-30-3-00-263

2071-30-3-20-001

Red-Tailed Hawk Park


2071-30-3-20-002

2071-30-3-13-001

2071-30-3-00-263

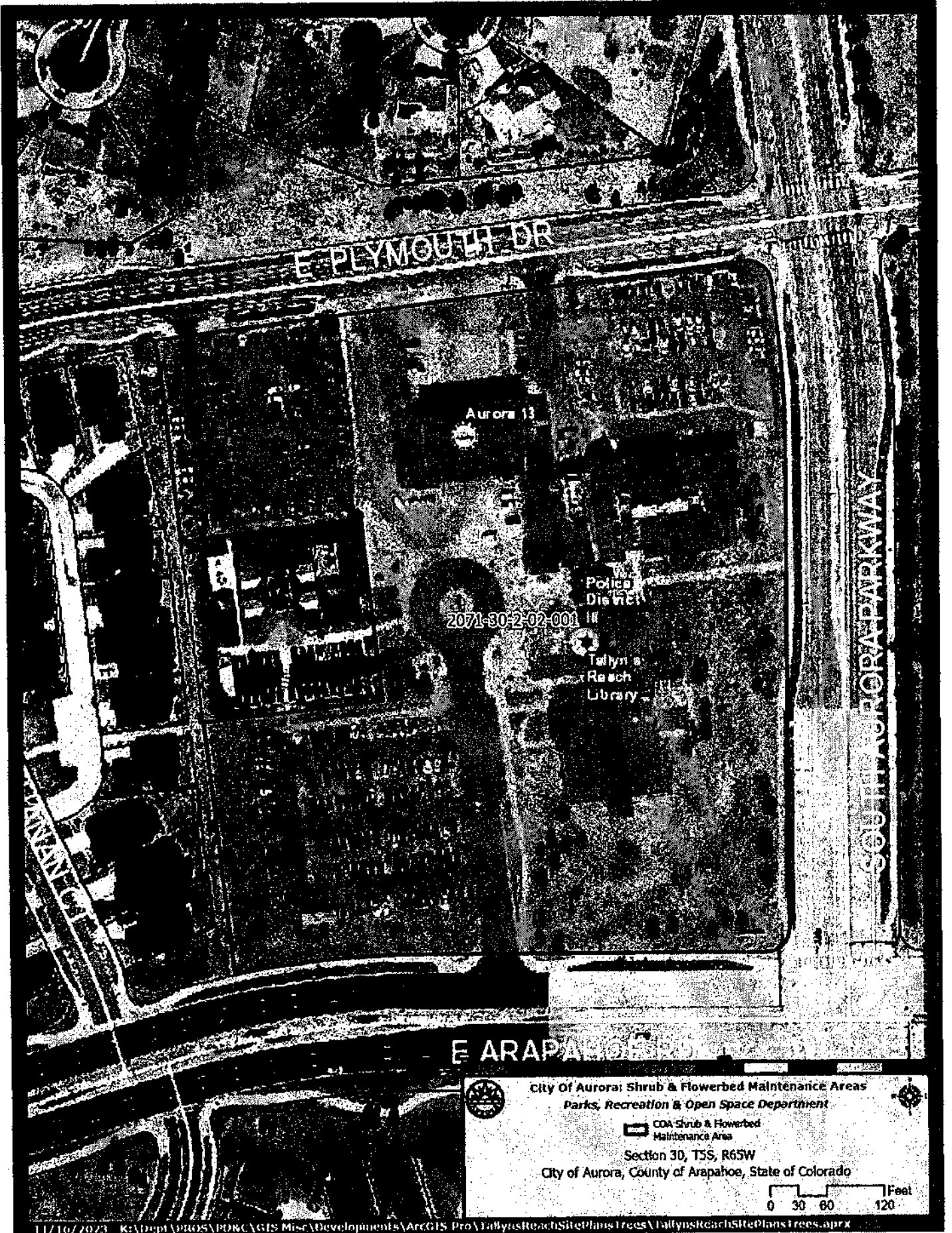
2071-30-3-20-003



City Of Aurora: Shrub & Flowerbed Maintenance Areas
 Parks, Recreation & Open Space Department

 GDA Shrub & Flowerbed Maintenance Area

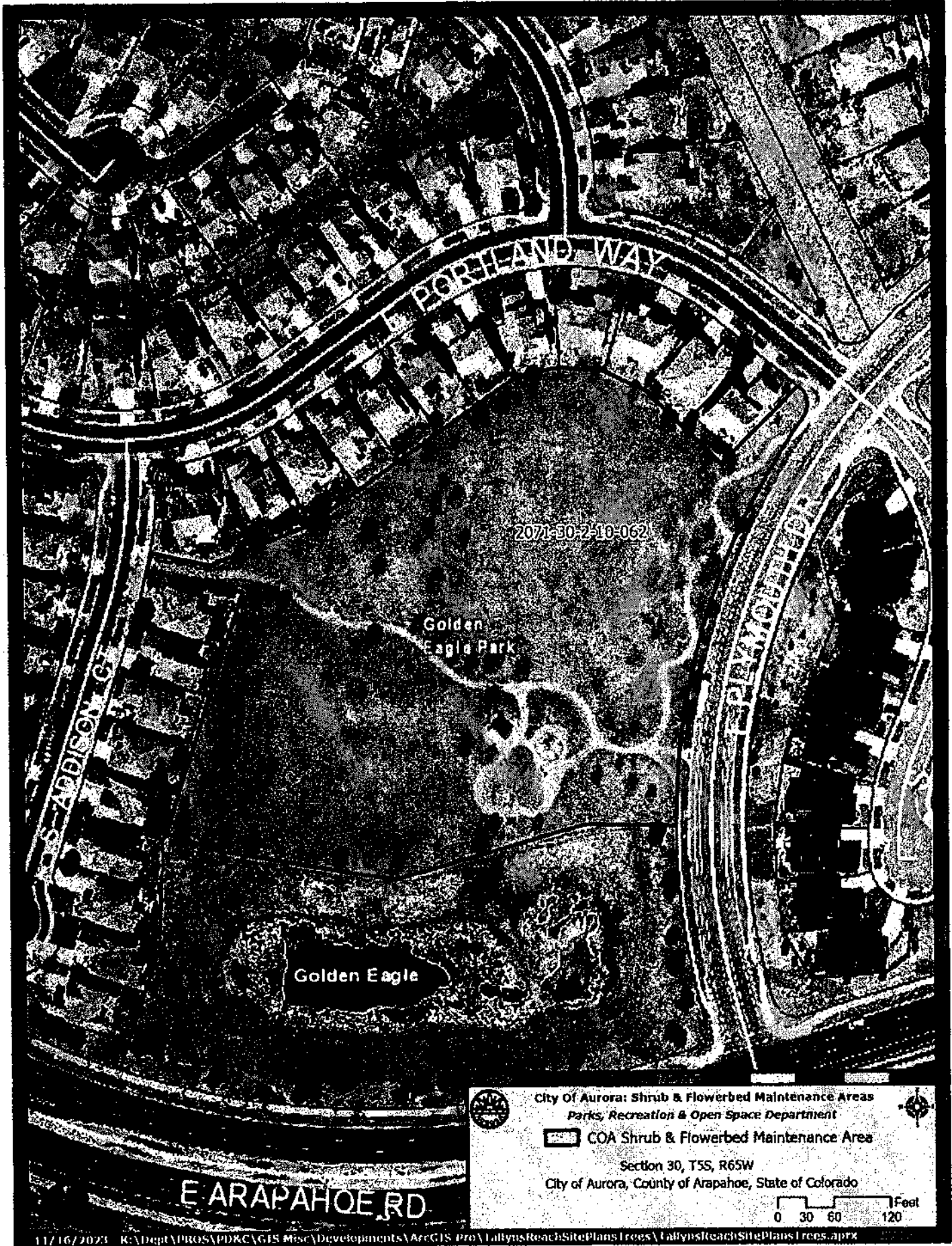
Section 29 & 30, TSS,
 City of Aurora, County of Arapahoe, State of Colorado

0 75 150 300 Feet




City of Aurora: Shrub & Flowerbed Maintenance Areas
Parks, Recreation & Open Space Department
 COA Shrub & Flowerbed Maintenance Area
 Section 30, T5S, R65W
 City of Aurora, County of Arapahoe, State of Colorado





CHANGE ORDER NO. 1

Owner:	Tallyn’s Reach Authority	Owner’s Project No.:	
Engineer:	Taylor C. Goertz	Engineer’s Project No.:	
Contractor:	Chavez Services LLC	Contractor’s Project No.:	24110
Project:	Tract A Retaining Wall		
Contract Name:	Tract A Retaining Wall		
Date Issued:	February 19, 2024	Effective Date of Change Order:	March 14, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attached

Attachments:

Summary for Change Order No. 1

**Change in Contract Price
(Appropriations have been made and are
available for this Change Order)**

Original Contract Price:
\$ 144,757.00
Contract Price prior to this Change Order:
\$ 144,757.00
Increase this Change Order:
\$ 47,170.00
Contract Price incorporating this Change Order:
\$ 191,927.00

Authorized by Owner

By: _____

Title: _____


Date: _____

Authorized by Contractor

By: _____

Title: _____

Date: _____

	Project Name: Tallyn's Reach Authority Tract A Retaining Wall
	Project Number: 24110
	Engineer: Taylor C. Goertz
	Project Manager: Nic Carlson
	Date: 2/19/2024

SUMMARY FOR CHANGE ORDER NO. 1

<i>Item</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
PR1.1 Additional 2-foot wide sidewalk chase.	36 LF	\$ 500.00	\$ 18,000.00
PR1.2 Additional concrete sidewalk removal.	100 SF	\$ 5.00	\$ 500.00
PR1.3 Additional concrete curb and gutter removal.	20 LF	\$ 30.00	\$ 600.00
PR1.4 Additional soil grading and compaction for 2' v-concrete channel.	660 LF	\$ 6.00	\$ 3,960.00
PR1.5 Forming and place 2' v-concrete channel.	660 LF	\$ 35.00	\$ 23,100.00
PR1.6 Concrete pump rentals to place concrete channel.		LS	\$ 3,900.00
PR1.7 Form and place concrete sidewalk.	100 SF	\$ 12.00	\$ 1,200.00
PR1.8 Form and place concrete curb and gutter.	20 LF	\$ 40.00	\$ 800.00
PR1.9 Place concrete wingwalls/headwall at sidewalk/chase connection.		LS	\$ 2,500.00
PR1.10 Additional traffic control to place v-concrete channel and chases.		LS	\$ 4,500.00
PR1.11 Additional bonding expenses.		LS	\$ 1,900.00
PR1.12 Credits - Construction staking and reseeding.		LS	\$ (13,790.00)
		Total	\$ 47,170.00

<i>Original Contract Amount</i>	\$ 144,757.00
<i>Amount of Previous Change Orders</i>	\$ -
<i>Amount of this Change Order</i>	\$ 47,170.00
<i>Total Change Orders Amount</i>	\$ 47,170.00
<i>New Contract Amount</i>	\$ 191,927.00

Submitted by: Ermilo Chavez
Chavez Services LLC



CONTRACTOR REQUEST FOR PAYMENT

Contractor: Chavez Services LLC
Job Site Address: Arapahoe Road & South Aurora Prkwy,
Payment Address: 990 S. Garrison Street
 Lakewood, CO 80226
Bill To: CliftonLarsonAllen
 8390 E. Crescent Prkwy
 Greenwood Village, CO 80111

Period Ending 10/31/23
Account No.
Request for Payment No. 1
Invoice No. CW-2023-163
Request for Payment Date: 11/06/23
Project Name: Tallyn's Reach Authority- Tract A Retaining Wall

	SCHEDULE OF VALUES	WORK COMPLETED	MATERIALS STORED	TOTAL WORK & MATERIALS
ORIGINAL CONTRACT	\$144,757.00	\$37,480.00	\$0.00	\$37,480.00
EXECUTED CHANGE ORDER				
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FROM ATTACHED SHEET		\$37,480.00		
REVISED CONTRACT AMOUNT	\$144,757.00		TOTAL WORK COMPLETED & MAT. STORED TO DATE	\$37,480.00
			LESS RETAINAGE TO DATE	(\$1,874.00)
			TOTAL AMOUNT DUE	\$35,606.00
			LESS PREVIOUS REQUESTS	\$0.00
			CURRENT AMOUNT DUE	\$35,606.00

Submitted by: Esme Chavez



CONTRACT BREAKDOWN

Contractor:
Chavez Services LLC
Project Address:
Arapahoe Road & South Aurora Prkwy, Aurora CO

Payment Address:
990 S. Garrison St., Lakewood, CO 80226

Period Ending: 10/31/23
Account No.:
Request for Payment #: 1
Invoice #: CW-2023-163
Request for payment date: 11/06/23

Project Name: Tallyn's Reach Authority
Tract A Retaining Wall

Item	Description	Scheduled Value	WORK COMPLETED		Stored Materials	Total Completed and stored	% Complete	Balance to Finish	Retainage
			Previous Applications	This Application					
1	Clear and Grub	\$ 8,700.00	\$ -		\$ -	\$ -	0.00%	\$ 8,700.00	\$ -
2	Remove Concrete Sidewalk	\$ 250.00	\$ -		\$ -	\$ -	0.00%	\$ 250.00	\$ -
3	Remove Concrete Curb/Gutter	\$ 150.00	\$ -		\$ -	\$ -	0.00%	\$ 150.00	\$ -
4	Subgrade Preparation	\$ 13,075.20	\$ -		\$ -	\$ -	0.00%	\$ 13,075.20	\$ -
5	MSE Retaining Wall (36" max height)	\$ 58,890.00	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00	44.15%	\$ 32,890.00	\$ (1,300.00)
6	4-Inch Perforated Drainpipe	\$ 5,527.80	\$ -		\$ -	\$ -	0.00%	\$ 5,527.80	\$ -
7	4-Inch 90-Degree Bend	\$ 214.00	\$ -		\$ -	\$ -	0.00%	\$ 214.00	\$ -
8	2-Foot-Wide Sidewalk Chase	\$ 9,000.00	\$ -	\$ 7,480.00	\$ -	\$ 7,480.00	83.11%	\$ 1,520.00	\$ (374.00)
9	Landcape Establishment (Reseeding)	\$ 6,900.00	\$ -		\$ -	\$ -		\$ -	\$ -
10	Construction Traffic Control	\$ 6,500.00	\$ -		\$ -	\$ -	0.00%	\$ 6,500.00	\$ -
11	Construction Staking	\$ 6,890.00	\$ -		\$ -	\$ -	0.00%	\$ 6,890.00	\$ -
12	Mobilization	\$ 16,200.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	24.69%	\$ 12,200.00	\$ (200.00)
13	Erosion Control	\$ 4,500.00	\$ -		\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
14	Irrigation Restoration	\$ 7,960.00	\$ -		\$ -	\$ -	0.00%	\$ 7,960.00	\$ -
	TOTAL ORIGINAL CONTRACT	\$ 144,757.00	\$ -	\$ 37,480.00	\$ -	\$ 37,480.00	25.89%	\$ 107,277.00	\$ (1,874.00)
			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTAL	\$ 144,757.00	\$ -	\$ 37,480.00	\$ -	\$ 37,480.00	25.89%	\$ 107,277.00	\$ (1,874.00)

TOTAL COMPLETED AND STORED TO DATE	\$37,480.00
LESS RETAINAGE TO DATE	(\$1,874.00)
TOTAL AMOUNT DUE	\$35,606.00
LESS PREVIOUS REQUESTS	\$0.00
CURRENT AMOUNT DUE	\$35,606.00



CONTRACTOR REQUEST FOR PAYMENT

Contractor: Chavez Services LLC
Job Site Address: Arapahoe Road & South Aurora Prkwy,
Payment Address: 990 S. Garrison Street
 Lakewood, CO 80226

Bill To: CliftonLarsonAllen
 8390 E. Crescent Prkwy
 Greenwood Village, CO 80111

Period Ending 02/29/24
Account No.
Request for Payment No. 2
Invoice No. CW-2024-107
Request for Payment Date: 02/28/24
Project Name: Tallyn's Reach Authority- Tract A Retaining Wall

	SCHEDULE OF VALUES	WORK COMPLETED	MATERIALS STORED	TOTAL WORK & MATERIALS
ORIGINAL CONTRACT	\$144,757.00	\$37,480.00	\$0.00	\$37,480.00
EXECUTED CHANGE ORDER				
CO1	\$47,170.00	\$12,000.00	\$0.00	\$12,000.00
CO2	\$7,141.42	\$7,141.42	\$0.00	\$7,141.42
TOTAL FROM ATTACHED SHEET		\$56,621.42		
REVISED CONTRACT AMOUNT	\$199,068.42		TOTAL WORK COMPLETED & MAT. STORED TO DATE	\$56,621.42
			LESS RETAINAGE TO DATE	(\$2,831.07)
			TOTAL AMOUNT DUE	\$53,790.35
			LESS PREVIOUS REQUESTS	\$35,606.00
			CURRENT AMOUNT DUE	\$18,184.35

Submitted by: Esme Chavez



CONTRACT BREAKDOWN

Contractor:
Chavez Services LLC
Project Address:
Arapahoe Road & South Aurora Prkwy, Aurora CO

Payment Address:
990 S. Garrison St., Lakewood, CO 80226

Period Ending: 02/29/24
Account No.
Request for Payment #: 2
Invoice #: CW-2024-107
Request for payment date: 02/28/24

Project Name: Tallyn's Reach Authority
Tract A Retaining Wall

Item	Description	Scheduled Value	WORK COMPLETED		Stored Materials	Total Completed and stored	% Complete	Balance to Finish	Retainage
			Previous Applications	This Application					
1	Clear and Grub	\$ 8,700.00	\$ -		\$ -	\$ -	0.00%	\$ 8,700.00	\$ -
2	Remove Concrete Sidewalk	\$ 250.00	\$ -		\$ -	\$ -		\$ 250.00	\$ -
3	Remove Concrete Curb/Gutter	\$ 150.00	\$ -		\$ -	\$ -	0.00%	\$ 150.00	\$ -
4	Subgrade Preparation	\$ 13,075.20	\$ -		\$ -	\$ -	0.00%	\$ 13,075.20	\$ -
5	MSE Retaining Wall (36' max height)	\$ 58,890.00	\$ 26,000.00		\$ -	\$ 26,000.00	44.15%	\$ 32,890.00	\$ (1,300.00)
6	4-Inch Perforated Drainpipe	\$ 5,527.80	\$ -		\$ -	\$ -	0.00%	\$ 5,527.80	\$ -
7	4-Inch 90-Degree Bend	\$ 214.00	\$ -		\$ -	\$ -	0.00%	\$ 214.00	\$ -
8	2-Foot-Wide Sidewalk Chase	\$ 9,000.00	\$ 7,480.00		\$ -	\$ 7,480.00	83.11%	\$ 1,520.00	\$ (374.00)
9	Landcape Establishment (Reseeding)	\$ 6,900.00	\$ -		\$ -	\$ -			\$ -
10	Construction Traffic Control	\$ 6,500.00	\$ -		\$ -	\$ -	0.00%	\$ 6,500.00	\$ -
11	Construction Staking	\$ 6,890.00	\$ -		\$ -	\$ -	0.00%	\$ 6,890.00	\$ -
12	Mobilization	\$ 16,200.00	\$ 4,000.00		\$ -	\$ 4,000.00	24.69%	\$ 12,200.00	\$ (200.00)
13	Erosion Control	\$ 4,500.00	\$ -		\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
14	Irrigation Restoration	\$ 7,960.00	\$ -		\$ -	\$ -	0.00%	\$ 7,960.00	\$ -
	TOTAL ORIGINAL CONTRACT	\$ 144,757.00	\$ 37,480.00	\$ -	\$ -	\$ 37,480.00	25.89%	\$ 107,277.00	
CO1	Various	\$ 47,170.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00		\$ 35,170.00	\$ (600.00)
CO2	City of Aurora Permit Expenses	\$ 7,141.42	\$ -	\$ 7,141.42	\$ -	\$ 7,141.42		\$ -	\$ (357.07)
		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTAL	\$ 199,068.42	\$ 37,480.00	\$ 19,141.42	\$ -	\$ 56,621.42	28.44%	\$ 142,447.00	\$ (2,831.07)

TOTAL COMPLETED AND STORED TO DATE	\$56,621.42
LESS RETAINAGE TO DATE	(\$2,831.07)
TOTAL AMOUNT DUE	\$53,790.35
LESS PREVIOUS REQUESTS	\$35,606.00
CURRENT AMOUNT DUE	\$18,184.35

Tallyn's Reach Authority
Paid Claims (As of 11/08/23 - 03/12/24)

416

Vendor	Invoice #	Date	Amount
Aurora Media Group	Multiple	11/22/2023	\$ 335.70
BrightView Landscape	Multiple	11/22/2023	\$ 91,899.66
CenturyLink	303-693-6017Oct23	11/22/2023	\$ 421.90
Chavez Services LLC	Multiple	11/22/2023	\$ 123,892.10
CliftonLarsonAllen, LLP	3956355	11/22/2023	\$ 12,653.50
CliftonLarsonAllen, LLP	3914486	11/22/2023	\$ 14,718.65
Colorado Stoneworks LLC	1409	11/22/2023	\$ 783.00
CPS Distributors	Multiple	11/22/2023	\$ 1,024.90
ET Irrigation Management Specialist LLC	Multiple	11/22/2023	\$ 2,433.20
IMEG	21008104.01-11	11/22/2023	\$ 444.32
John & Stella Johnston	Refund	11/22/2023	\$ 235.00
MFish Graphics LLC	Multiple	11/22/2023	\$ 5,702.87
Orten Cavanagh Holmes & Hunt LLC	141706	11/22/2023	\$ 808.65
Radiant Lighting Services Inc.	12144.9A	11/22/2023	\$ 170.00
Schedio Group LLC	230602-2288	11/22/2023	\$ 5,275.00
Tessa Anderson	Refund	11/22/2023	\$ 185.00
Waste Management of Denver	2357222-0178-9	11/22/2023	\$ 663.32
White Bear Ankele Tanaka & Waldron	31045	11/22/2023	\$ 5,671.45
WIPFLI	2364152	11/22/2023	\$ 5,400.00
Xcel Energy	53-1997809-9Sep23	11/22/2023	\$ 1,284.46
YMCA of Metropolitan Denver	Multiple	11/22/2023	\$ 22,503.87
Aurora Water	A032365Oct23	11/29/2023	\$ 20.59
Aurora Water	A024055Oct23	11/29/2023	\$ 35.95
Aurora Water	A044778Oct23	11/29/2023	\$ 40.91
Aurora Water	A056824Oct23	11/29/2023	\$ 66.67
Aurora Water	A044782Oct23	11/29/2023	\$ 105.07
Aurora Water	A040383Oct23	11/29/2023	\$ 156.11
Aurora Water	A044781Oct23	11/29/2023	\$ 243.94
Aurora Water	A040382Oct23	11/29/2023	\$ 263.63
Aurora Water	A032366Oct23	11/29/2023	\$ 282.34
Aurora Water	A036366Oct23	11/29/2023	\$ 470.99
Aurora Water	A036363Oct23	11/29/2023	\$ 478.67
Aurora Water	A024053Oct23	11/29/2023	\$ 478.67
Aurora Water	A040381Oct23	11/29/2023	\$ 555.47
Aurora Water	A036364Oct23	11/29/2023	\$ 639.95
Aurora Water	A032367Oct23	11/29/2023	\$ 647.63
Aurora Water	A036362Oct23	11/29/2023	\$ 662.99
Aurora Water	A024054Oct23	11/29/2023	\$ 689.38
Aurora Water	A044779Oct23	11/29/2023	\$ 716.75
Aurora Water	A032815Oct23	11/29/2023	\$ 762.83
Aurora Water	A024052Oct23	11/29/2023	\$ 993.23
Aurora Water	A024051Oct23	11/29/2023	\$ 1,238.99
Aurora Water	A024056Oct23	11/29/2023	\$ 1,466.22
Aurora Water	A036361Oct23	11/29/2023	\$ 1,523.15

Tallyn's Reach Authority
Paid Claims (As of 11/08/23 - 03/12/24)

417

Vendor	Invoice #	Date	Amount
Aurora Water	A036360Oct23	11/29/2023	\$ 1,546.19
Aurora Water	A025199Oct23	11/29/2023	\$ 3,520.27
Ark Ecological Services, LLC	3609	12/13/2023	\$ 8,558.76
BrightView Landscape	Multiple	12/13/2023	\$ 30,711.50
CliftonLarsonAllen, LLP	3987451	12/13/2023	\$ 7,685.69
CliftonLarsonAllen, LLP	3987452	12/13/2023	\$ 8,936.50
CliftonLarsonAllen, LLP	3963630	12/13/2023	\$ 15,708.04
CliftonLarsonAllen, LLP	3987453	12/13/2023	\$ 15,807.97
CO Spec Dist Prop & Liab Pool	Multiple	12/13/2023	\$ 1,350.00
Falch & Falch Inc.	2023-688	12/13/2023	\$ 650.00
New Bridge Strategy	1420	12/13/2023	\$ 5,000.00
Orten Cavanagh Holmes & Hunt LLC	142292	12/13/2023	\$ 16.28
Radiant Lighting Services Inc.	Multiple	12/13/2023	\$ 726.32
SavATree	Multiple	12/13/2023	\$ 14,872.00
Schedio Group LLC	230602-2369	12/13/2023	\$ 523.00
White Bear Ankele Tanaka & Waldron	31248	12/13/2023	\$ 11,327.40
Aurora Water	Multiple	1/3/2024	\$ 540.40
Aurora Water	Multiple	1/4/2024	\$ 833.21
BrightView Landscape	8717526	1/8/2024	\$ 8,100.00
CenturyLink	303-693-6017Nov23	1/8/2024	\$ 411.50
Front Range Recreation Inc.	13974	1/8/2024	\$ 388.00
Suyzel & Randy Sandoval Jr	Refund	1/8/2024	\$ 235.00
Waste Management of Denver	2393969-0178-1	1/8/2024	\$ 714.93
YMCA of Metropolitan Denver	TR_12012023	1/8/2024	\$ 13,346.64
Aurora Water	Multiple	1/31/2024	\$ 1,404.41
ADT Commercial	999791700	2/2/2024	\$ 187.00
BrightView Landscape	8745591	2/2/2024	\$ 8,718.00
David Welt	Refund	2/2/2024	\$ 235.00
GoDaddy.com	2651157772	2/2/2024	\$ 239.98
Heatherly Creative LLC	364	2/2/2024	\$ 600.00
Nieves Ministries Inc.	1	2/2/2024	\$ 120.00
Orten Cavanagh Holmes & Hunt LLC	142874	2/2/2024	\$ 0.08
Radiant Lighting Services Inc.	12144.11A	2/2/2024	\$ 170.00
Renaee Dunn	Refund	2/2/2024	\$ 41.00
Schedio Group LLC	230602-2417	2/2/2024	\$ 255.00
BrightView Landscape	8751582	2/8/2024	\$ 6,222.00
CenturyLink	303-693-6017Dec23	2/8/2024	\$ 411.50
CO Spec Dist Prop & Liab Pool	Multiple	2/8/2024	\$ 27,008.00
Front Range Recreation Inc.	14013	2/8/2024	\$ 250.00
Homelight Real Estate II LLC	Refund	2/8/2024	\$ 440.00
Star Playgrounds	INV11925	2/8/2024	\$ 2,968.39
TCW Risk Management	Multiple	2/8/2024	\$ 1,190.00
Waste Management of Denver	2432051-0178-1	2/8/2024	\$ 626.20
White Bear Ankele Tanaka & Waldron	31957	2/8/2024	\$ 2,222.21

Tallyn's Reach Authority
Paid Claims (As of 11/08/23 - 03/12/24)

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Vendor	Invoice #	Date	Amount
American Mechanical Services Of Denver LLC	1365843	2/20/2024	\$ 111.00
ADT Commercial	153728692	2/21/2024	\$ 203.83
BrightView Landscape	Multiple	2/21/2024	\$ 63,285.90
CenturyLink	303-693-6017Jan24	2/21/2024	\$ 378.56
Christopher & Aimee Meester	Refund	2/21/2024	\$ 235.00
CPS Distributors	Multiple	2/21/2024	\$ 1,671.16
Donald & Sandra Ninemire	Refund	2/21/2024	\$ 240.00
Front Range Recreation Inc.	Multiple	2/21/2024	\$ 2,157.99
HPA JV Borrower 2019-1 ML LLC	Refund	2/21/2024	\$ 706.00
Land Title	Refund	2/21/2024	\$ 235.00
MFish Graphics LLC	1339	2/21/2024	\$ 22,113.00
Radiant Lighting Services Inc.	14672A	2/21/2024	\$ 183.70
Rebecca Southall	Refund	2/21/2024	\$ 220.00
Shaoling Chi	Refund	2/21/2024	\$ 60.98
Stevie & Christopher Frey	Refund	2/21/2024	\$ 200.00
Waste Management of Denver	2469098-0178-8	2/21/2024	\$ 643.80
White Bear Ankele Tanaka & Waldron	32990	2/21/2024	\$ 2,719.85
Aurora Water	Multiple	2/29/2024	\$ 1,494.94
Allan Theriault	Refund	3/7/2024	\$ 220.00
American Mechanical Services Of Denver LLC	1369965	3/7/2024	\$ 111.00
Association Reserves	41446-0FP	3/7/2024	\$ 1,925.00
BrightView Landscape	Multiple	3/7/2024	\$ 20,507.00
CPS Distributors	Multiple	3/7/2024	\$ 1,226.32
DA Investment Group Inc	Refund	3/7/2024	\$ 220.00
ET Irrigation Management Specialist LLC	3827	3/7/2024	\$ 3,285.00
First American Title	Refund	3/7/2024	\$ 200.00
Front Range Recreation Inc.	14084	3/7/2024	\$ 327.18
Orten Cavanagh Holmes & Hunt LLC	143476	3/7/2024	\$ 5.23
Radiant Lighting Services Inc.	14487A	3/7/2024	\$ 855.14
Robert & Laura Capelo	Refund	3/7/2024	\$ 200.00
Ross Taylor	Refund	3/7/2024	\$ 473.30
Schedio Group LLC	230602-2496	3/7/2024	\$ 2,312.00
Special District Association	Multiple	3/7/2024	\$ 1,697.35
Star Playgrounds	INV12371	3/7/2024	\$ 525.00
Xcel Energy	53-1997809-9Jan24	3/7/2024	\$ 990.36
Grand Total			\$ 645,805.64

TALLYN'S REACH AUTHORITY
FINANCIAL STATEMENTS
DECEMBER 31, 2023

Tallyns Reach Authority
Balance Sheet - Governmental Funds
December 31, 2023

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
Assets			
Checking Account	\$ 288,071.89	\$ 57,146.35	\$ 345,218.24
Colotrust	211,953.46	629,700.86	841,654.32
Colotrust Edge	-	231,446.84	231,446.84
Accounts Receivable	845,977.15	-	845,977.15
Prepaid Insurance	1,350.00	-	1,350.00
Total Assets	<u>\$ 1,347,352.50</u>	<u>\$ 918,294.05</u>	<u>\$ 2,265,646.55</u>
Liabilities			
Accounts Payable	\$ 29,474.11	\$ -	\$ 29,474.11
Prepaid Owner Fees	17,970.16	-	17,970.16
Unearned Revenue	561,695.00	-	561,695.00
Total Liabilities	<u>609,139.27</u>	<u>-</u>	<u>609,139.27</u>
Fund Balances	<u>738,213.23</u>	<u>918,294.05</u>	<u>1,656,507.28</u>
Liabilities and Fund Balances	<u>\$ 1,347,352.50</u>	<u>\$ 918,294.05</u>	<u>\$ 2,265,646.55</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
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000	\$ 11,951	\$ (1,951)
Other revenue	1,000	34,362	(33,362)
General operations fees - Homes	1,695,760	1,687,012	8,748
General operations fees - Apartments	434,520	434,520	-
Clubhouse rental	25,000	18,485	6,515
Legal/late/collection income	-	4,727	(4,727)
Penalties	-	34,497	(34,497)
Pool keys	1,000	175	825
Transfer from TRMD No. 2	250,000	250,000	-
Transfer from TRMD No. 3	250,000	250,000	-
Total Revenue	<u>2,667,280</u>	<u>2,725,730</u>	<u>(58,450)</u>
Expenditures			
Administration	244,650	248,427	(3,777)
Operations	235,000	160,312	74,688
Grounds	1,199,492	956,403	243,089
Recreation	352,033	373,186	(21,153)
Utilities	345,000	245,543	99,457
Total Expenditures	<u>2,376,175</u>	<u>1,983,871</u>	<u>392,304</u>
Other Financing Sources (Uses)			
Transfers to other fund	(300,000)	(300,000)	-
Total Other Financing Sources (Uses)	<u>(300,000)</u>	<u>(300,000)</u>	<u>-</u>
Net Change in Fund Balances	(8,895)	435,747	(444,642)
Fund Balance - Beginning	215,562	302,466	(86,904)
Fund Balance - Ending	<u>\$ 206,667</u>	<u>\$ 738,213</u>	<u>\$ (531,546)</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
General Fund Schedule of Expenditures - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures			
Administration			
Accounting	48,400	76,557	(28,157)
Billing	28,600	26,217	2,383
Auditing	12,000	13,400	(1,400)
Authority management	40,700	41,342	(642)
Dues and membership	3,500	2,219	1,281
Election	18,950	2,108	16,842
Insurance	26,000	35,481	(9,481)
Administrative legal services	50,000	35,582	14,418
Authority mapping services	10,000	1,500	8,500
Miscellaneous	5,000	13,181	(8,181)
Website	1,500	840	660
Total Administration expenditures	<u>244,650</u>	<u>248,427</u>	<u>(3,777)</u>
Operations			
Property management	90,000	90,000	-
Operations legal services	50,000	39,019	10,981
Legal collections	20,000	2,551	17,449
Direct costs - postage, mailing, mileage, etc	25,000	22,206	2,795
Engineering	50,000	6,537	43,463
Total Operations expenditures	<u>235,000</u>	<u>160,312</u>	<u>74,688</u>
Grounds			
Flag maintenance	5,000	666	4,334
Fountain maintenance	1,000	-	1,000
Seasonal decor	20,000	14,872	5,128
Lighting/electrical repairs	5,000	25,259	(20,259)
Landscape management	291,338	281,577	9,761
Annual flowers	30,000	39,941	(9,941)
Irrigation repairs	75,000	48,300	26,700
Irrigation management	92,904	78,304	14,600
Pest control	23,000	19,106	3,894
Miscellaneous common area maintenance	7,000	1,627	5,373
Retaining walls	5,000	-	5,000
Retention/Detention ponds	25,000	-	25,000
Tree maintenance	110,000	117,604	(7,603)
Perennial bed maintenance	30,000	47,561	(17,562)
Snow removal	83,250	40,947	42,303
Winter watering	36,000	30,600	5,400
Beautification: native grasses management	100,000	58,394	41,606
Beautification: flowers & shrubs	200,000	40,868	159,132
Beautification: wood posts maintenance	30,000	54,335	(24,335)
Beautification: mulch refresh	30,000	56,442	(26,442)
Total Grounds expenditures	<u>1,199,492</u>	<u>956,403</u>	<u>243,089</u>
Recreation			
Pool contract	165,738	181,935	(16,197)
Pool repairs	20,000	37,850	(17,850)
Pool chemicals	15,000	33,383	(18,383)
Pool furniture	60,000	57,203	2,797
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000

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
General Fund Schedule of Expenditures - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Clubhouse management	33,295	19,418	13,877
Storage building/Pool house	2,000	-	2,000
Security	-	3,798	(3,798)
Clubhouse maintenance supplies	3,000	2,335	665
Indoor building maintenance	5,000	13,950	(8,950)
Outside building maintenance	5,000	-	5,000
Trash removal	8,000	10,008	(2,008)
Janitorial/housekeeping	7,000	3,251	3,750
Playground equipment	1,000	2,968	(1,969)
Telephone/access control	6,000	4,811	1,189
Supplies other	5,000	-	5,000
Tennis court maintenance	2,000	-	2,000
Events	4,000	2,277	1,723
Total Recreation expenditures	<u>352,033</u>	<u>373,186</u>	<u>(21,153)</u>
Utilities			
Water	325,000	223,868	101,132
Gas	20,000	21,675	(1,675)
Total Utilities expenditures	<u>345,000</u>	<u>245,543</u>	<u>99,457</u>
Total Expenditures	<u>2,376,175</u>	<u>1,983,871</u>	<u>392,304</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

Tallyns Reach Authority
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000.00	\$ 48,901.00	\$ (38,901.00)
Other revenue	-	114,731.72	(114,731.72)
Total Revenue	<u>10,000.00</u>	<u>163,632.72</u>	<u>(153,632.72)</u>
Expenditures			
Irrigation updates	70,000.00	12,300.00	57,700.00
Streets repairs and maintenance	-	88,286.10	(88,286.10)
Retaining walls	150,000.00	48,270.62	101,729.38
Retention/Detention ponds	-	21,300.12	(21,300.12)
Tree replacements	200,000.00	155,410.24	44,589.76
Native grass restoration/upgrades	50,000.00	6,175.48	43,824.52
Signage	30,000.00	24,562.29	5,437.71
Pool improvements	10,000.00	-	10,000.00
Pool repairs	10,000.00	-	10,000.00
Clubhouse improvements	10,000.00	-	10,000.00
Turf conversions to natives/xeriscaping	75,000.00	82,208.71	(7,208.71)
Monuments	-	154,241.80	(154,241.80)
Picnic tables & park benches	5,000.00	-	5,000.00
Trails upgrades	5,000.00	16,601.28	(11,601.28)
Streets	100,000.00	-	100,000.00
Storm drainage	-	1,820.00	(1,820.00)
Total Expenditures	<u>715,000.00</u>	<u>611,176.64</u>	<u>103,823.36</u>
Other Financing Sources (Uses)			
Transfers from other funds	300,000.00	300,000.00	-
Total Other Financing Sources (Uses)	<u>300,000.00</u>	<u>300,000.00</u>	<u>-</u>
Net Change in Fund Balances	(405,000.00)	(147,543.92)	(257,456.08)
Fund Balance - Beginning	1,054,713.00	1,065,837.97	(11,124.97)
Fund Balance - Ending	<u>\$ 649,713.00</u>	<u>\$ 918,294.05</u>	<u>\$ (268,581.05)</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
Schedule of Cash Position
Updated as of March 12th, 2024

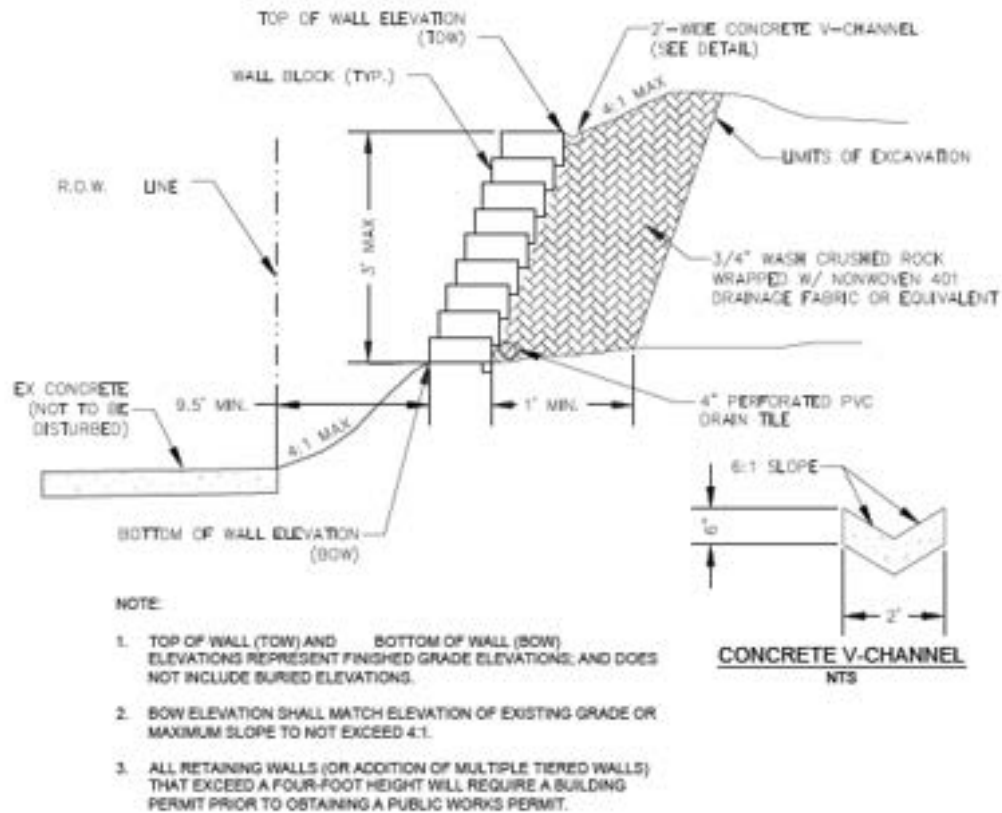
	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>1st Bank Checking</u>			
Balance as of 12/31/23	\$ 288,071.89	\$ 57,146.35	\$ 345,218.24
Subsequent activities:			
01/03/24 - Aurora Water Autopay	(540.40)	-	(540.40)
01/04/24 - Aurora Water Autopay	(833.21)	-	(833.21)
01/08/24 - Bill.com Payables	(23,196.07)	-	(23,196.07)
01/31/24 - Aurora Water Autopay	(1,404.41)	-	(1,404.41)
01/31/24 - January Operations Fees Deposits	316,460.12	-	316,460.12
02/02/24 - Bill.com Payables	(10,566.06)	-	(10,566.06)
02/08/24 - Bill.com Payables	(41,338.30)	-	(41,338.30)
02/20/24 - Bill.com Payables	(111.00)	-	(111.00)
02/21/24 - Bill.com Payables	(73,141.77)	(22,113.00)	(95,254.77)
02/23/24 - Bill.com Void Payment	1,925.00	-	1,925.00
02/29/24 - Aurora Water Autopay	(1,494.94)	-	(1,494.94)
02/29/24 - February Operations Fees Deposits	229,032.37	-	229,032.37
03/07/24 - Bill.com Payables	(31,794.88)	(3,285.00)	(35,079.88)
03/11/24 - March Operations Fees Deposits	6,992.58	-	6,992.58
<i>Anticipated Bill.com Payables</i>	(72,737.40)	(31,748.35)	(104,485.75)
<i>Anticipated Balance</i>	<u>\$ 585,323.52</u>	<u>\$ -</u>	<u>\$ 585,323.52</u>
<u>ColoTrust</u>			
Balance as of 12/31/23	\$ 211,953.46	\$ 629,700.86	\$ 841,654.32
Subsequent activities:			
01/31/24 - Interest Income	2,145.00	1,824.49	3,969.49
02/29/24 - Interest Income	2,001.28	1,702.23	3,703.51
<i>Anticipated Transfer from Tallyn's Reach MD No. 2</i>	250,000.00	-	250,000.00
<i>Anticipated Balance</i>	<u>\$ 466,099.74</u>	<u>\$ 633,227.58</u>	<u>\$ 1,099,327.32</u>
<u>ColoTrust Edge</u>			
Balance as of 12/31/23	\$ -	\$ 231,446.84	\$ 231,446.84
Subsequent activities:			
01/31/24 - Interest Income	-	1,079.03	1,079.03
02/29/24 - Interest Income	-	773.95	773.95
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ 233,299.82</u>	<u>\$ 233,299.82</u>
<i>Total Anticipated Balances</i>	<u>\$ 1,051,423.26</u>	<u>\$ 866,527.40</u>	<u>\$ 1,917,950.66</u>

Yield Information @ 2/29/24:

Colostrust Plus - 5.5162%
Colostrust Edge - 5.4670%

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.

The bottom portion of the wall will be graded with a maximum ratio of 4:1, see below screenshot of the wall profile.



PRIVATE TYPICAL RETAINING WALL SECTION
NTS

2/26/2024

To Whom It May Concern,


We, the residents of E Roxbury Place at Tallyn's Reach community, hereby formally request that no changes be made to the pathway between the houses of 25043 E Roxbury Pl and 25038 E Roxbury Pl for the following reasons:


- The pathway is utilized by all residents, including children, grandchildren, and pets, for recreational purposes.
- Converting the pathway into a wilderness area may attract various dangerous species of snakes, posing a threat to our children, grandchildren, and pets.
- The introduction of wilderness elements may also attract wildlife that could pose a danger to the safety of our community.
- The conversion to a wilderness area may lead to the spread of weeds into our yards, impacting the aesthetics and maintenance of our properties.
- Any alterations to the pathway may negatively affect the visual appeal and consequently the property values of our homes.


We appreciate your understanding and cooperation in this matter.


Sincerely,

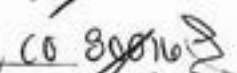
Name _____ Address _____ Signature _____


Kellen Burl 25038 E Roxbury Pl Aurora, CO 80016 


Scott Schleich 25058 E Roxbury Pl Aurora, CO 80016 


STEVE NELSON 25088 E ROXBURY PL  NELSON

JACK MEYERS 25068 E. ROXBURY PL. AURORA CO. 80016 

DNELSON STEVAN S-BIES 25048 E. ROXBURY PLACE AURORA, CO 80016 

Jessica Wakenam 25078 E Roxbury Pl Aurora CO 80016 

Patrick Greer 25063 E Roxbury Pl Aurora 80016 

Billy Stanford 25073 E Roxbury Pl Aurora 

~~Sissy Teklu~~ 25083 E. Roxbury Pl. Aurora Co

Michael Pirmami 25053 E Roxbury Pl Aurora Co

William & Kelly Gar 25098 E Roxbury Pl. Aurora Colo -

Ayad Toma 25043 E Roxbury Pl Aurora Co

Priority 1





BW Technologies INC.
P.O. BOX 27715
Denver, CO 80227 US
wmartinez@bwtechdenver.com

ADDRESS

Jennifer Thomas
Front Range Recreation
18920 Plaza Drive Parker
Parker, CO 80134

TallynsReach2252025

DATE 02/25/2024

EXPIRATION DATE 03/25/2024

SALES1

Tallyn's Reach

SALES3

2 Door Brivo

ACTIVITY	QTY	RATE	AMOUNT
ACS6000 Door Controller for up to 2 Wired Readers	1	2,632.00	2,632.00
B-BSPSF-B Single gang tri-technology reader. Compatible with Brivo Mobile Pass bluetooth credentials (when used with the B-ACS6000/6100-E or B-ACS300-E, B-ACS100-E), 125KHz proximity credentials, B-SC, B-SCP smartcards and B-SF KeyFobs. Black enclosure.	2	396.00	792.00
B-BUC3-37-SF2 Brivo Unified Credential - Smart KeyFob EV3 - 8K. Compatible with Brivo B-BS, B-BSP and B-S series smart readers. Also compatible with Allegion NDEB, LEB and Control locksets. 37-bit format. Quantity 25. (Quoted QTY: 25X=100)	4	240.00	960.00
Consumable Materials Misc Materials	1	150.00	150.00
Labor Labor to upgrade and install the new Brivo system	8	120.00	960.00
			Subtotal: 5,494.00

ACTIVITY	QTY	RATE	AMOUNT
Brivo Monthly Services Brivo Monthly Services : 2 Door Cloud Subscription, One 1500 Brivo Mobile Pass for Single Account. Minimum 1 year agreement/Then month to month . \$128.00 Per month or \$1,536.00 Per year (Billed every 12 months 1st year due Prior to the installation)	12	128.00	1,536.00
			Subtotal: 1,536.00

Exclusions and Scope: 120VAC
Power/Internet provided by others.
Adjustments to any door ,gate, frames,
fencing, etc. not provided. Additional welds or
customization will be at an additional charge.
BW Tech will reuse some of the existing
equipment such as locks, expansion boards ,
power supply's, cabling, etc. If any of the
existing equipment is non functional or proves
to not operate sufficiently, additional charges
will be required. Modification (addressing Fire
Code/Egress concerns, Welding, etc) costs to
the Pool Gate is not included in this quote.
This can be quoted at a later time. Minor
incidental damage may occur to walls, paint,
frames, ceilings, etc. during the installation.
Repairs by others. Subscriber must
understand that a breach to the gated area
may possible by usage of a ladder or climbing
the fence for access. Subscriber must assist
(Data entry) and or provide a spreadsheet with
the existing card holders. An access control
permit is not included at this time. If a permit is
ever determined (By the local Fire or Building
Depts.) to be required, it will be completed at
an additional charge. Additional security such
as cameras and sensors can be added at a
later time. 1 year parts warranty and 90 days
labor. BW Tech includes no cost remote
assistance. Onsite service calls will be on a
per call bases (Final agreement will have
further details) A standard 1-3 year agreement
must be signed prior to the installation. It is not
necessary to sign this estimate. Additional
terms and details will be listed in the the
agreement. 50% deposit required

Tallyn's Reach
24900 E. Park Crescent Dr.
Aurora, CO 80016
2 Door Brivo upgrade/takeover/Brivo Services REV 1 2/25/2024

SUBTOTAL 7,030.00
TAX 0.00

TOTAL \$7,030.00

Accepted By

Accepted Date

Arapahoe County Security Ctr
 Parker Security Center
 15200 E. Iliff Ave Unit C
 Aurora CO 80014
 Phone: 303-745-5500

QUOTE

DATE	Quote #	CUST #
2/12/2024	0000907442	0014187

BILL TO:

Talyns Reach
 C/O CliftonLarsonAllen LLP
 8390 E Crescent Parkway #300
 Greenwood Village CO 80111

303-779-5710

SHIP TO:

Talyns Reach
 24900 E. Park Crescent Dr.
 Clubhouse
 Aurora CO 80016

303-617-0221

P.O. NUMBER	TERMS	SALES PERSON	
Jennifer Thomas	SPECIAL SEE NOTED TERMS	0010	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT

Terms: 50% Down, 50% due Net30 from invoice date.

Quote to install panic bars on both pool gates. Please note that the gate adjacent to the pool swings inward; this will have to be reversed for code compliance and compatibility with a panic bar. The southern gate is suspended between two (2) wooden posts and will require a dedicated framework to latch into. Additionally, both gates offer far too much opportunity to reach through, over or around to by-pass the access system and simply depress the panic bar from the secured side.

We will not be able to cover all of these issues with a retro-fit to the existing gates and pseudo frames currently in place while maintaining some semblance of aesthetics, cleanliness of work and most importantly, a secured pool gate that cannot be by-passed. Therefore, we have included out turn-key, access controlled gate system that will be built around the application, rather than adapted to what is currently in place. The current gates are poor candidates for a retro-fit and we can assure the HOA that any expectation set around performance and longevity cannot be delivered with retro-fitting the existing gates and their respective hinged and latching posts..

Our gate system comes with a five (5) year warranty on materials, craftsmanship and materials, which include bearing supported, weld-on hinges. Panic hardware will come with a factory one (1) year warranty and electric strike (rated for outdoor use) will come a factory five (5) year warranty. Door closer comes with a lifetime warranty on closer body - closer arm is not included in warranty. Gate will be finished with two (2) coats of primer and three (3) coats of satin black paint. Paint is not covered under warranty and should be considered part of the communities preventative maintenance. We recommend repainting every 3-4 pool seasons.

Please note that final integration of electric strike will likely require either a relay reconfiguration or possibly, changes to programming parameters. This may require the HOAs access control integrator to complete these changes.

Our nearest example of our gate system can be found at Tuscany Recreation's tennis courts at 5885 S Biscay St, Aurora, 80015. These gates will demonstrate both our basic design and showcase our fabrication skills and attention to detail.

Arapahoe County Security Ctr
 Parker Security Center
 15200 E. Iliff Ave Unit C
 Aurora CO 80014
 Phone: 303-745-5500

QUOTE

DATE	Quote #	CUST #
2/12/2024	0000907442	0014187

BILL TO:

Talyns Reach
 C/O CliftonLarsonAllen LLP
 8390 E Crescent Parkway #300
 Greenwood Village CO 80111

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Talyns Reach
 24900 E. Park Crescent Dr.
 Clubhouse
 Aurora CO 80016

303-617-0221

P.O. NUMBER	TERMS	SALES PERSON	
Jennifer Thomas	SPECIAL SEE NOTED TERMS	0010	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT

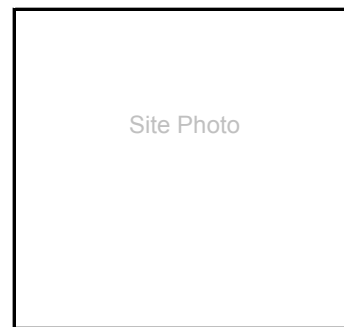
Quote includes...
 (2) Weldable Boxes
 (2) 48 Rim Panic Devices
 (2) Night Latch Trims
 (2) Electric Strikes
 (2) Rim Cylinders
 (2) Door Closers w/ Drop Plates
 Misc merchandise, metal for fabrication, hinges, paint, etc
 Shipping and Taxes
 Labor, including welding labor

All work to be performed by BONDED AND INSURED technicians. All parts supplied by ACSC are covered by a 1 year limited warranty; labor is covered by a 30 day limited warranty. This quote is subject to change if the scope of the project changes. Quotes are subject to change after 30 days. Please provide the work outlined above. I agree to the terms stated.
 Signature _____
 Date _____ Phone _____
 Email or Fax acceptance to 303-745-5567 or dispatch@arapahoesecurity.com.
 We will call to schedule service.

SUBTOTAL	\$16,806.66
TAX	\$578.92
TOTAL	\$17,385.58

Playground & Recreation Facility Safety Inspection

Site Name: _____	Date: _____
Address: _____	
City/State/ Zip: _____	Inspector: _____
Client Name: _____	
Contact: _____	Phone: _____
Billing Address: _____	
City/State/ Zip: _____	



Use the following codes: NA = Not Applicable 1 = Okay 2 = Needs Maintenance 3 = Request for Repair 4 = Immediate Action

Site conditions:	Code	Inspection Comments
1. Vandalism: graffiti, glass, trash, damage		
2. Drainage: standing water		
3. Borders: damage, missing, protrusions		
4. Signage: broken, missing, damage		
5. Site Amenities: tables, benches, grills		
6. ADA Access		

General Inspection Items:	Code	Inspection Comments
7. Chains / Ropes / Cables / Nets: loose, worn, rust		
8. Decks: loose, gaps, rust, protruding bolts		
9. Footings: loose, exposed, cracked		
10. Guardrails / Barriers: loose, protruding bolts		
11. Hardware: protruding, loose, missing		
12. Ladders / Steps: loose, rust, protruding bolts		
13. Overhead Equip: loose, vertical projections		
14. Paint: chipping, peeling, rust		
15. Panels: loose, missing, damaged		
16. Posts: loose, clamps, pins, protrusions		
17. Railing: loose, missing, protrusions		
18. Rungs / Handholds: loose, protruding bolts		
19. Sharp Edges: corners, edges, bolts		
20. Slides: entanglements, gaps, protrusions		
21. Springs: support, worn		
22. Surfacing: depth, quantity, maintenance		
23. Swings Seats: cut, cracked, missing		
24. Use Zones around equipment		
25. Welds: pitting, rust cracks		
26. Wood / Logs / Boards: cracks, splinters, decay		

General Notes:













