

LEYDEN ROCK METROPOLITAN DISTRICT
REGULAR MEETING

via teleconference

Tuesday, October 18, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2023
Scott J. Plummer, Secretary	Term to May 2023
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/89815878839?pwd=ckhmamsveThXMUZBU1gwdm5pbmxCQT09>

Meeting ID: 898 1587 8839

Passcode: 189576

Call-In Number: 1-720-707-2699

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda
 - a. Approval of Minutes from September 20, 2022 Special Meeting (**enclosure**)
 - b. Approval of Minutes from October 6, 2022 Special Meeting (**enclosure**)
 - c. Consider Approval of Contract with Equalized Productions for Octoberfest Live Music Performance (**enclosure**)
 - d. Consider Approval of Contract with Brad Wood d/b/a The Laughing Photo Booth for Octoberfest Photo Booth (**enclosure**)
 - e. Consider Approval of Rescinding the Contract with Master Events & Gaming LLC d/b/a Casino Party USA for October 8, 2022
 - f. Ratification of Content Release with Best Version Media (**enclosure**)
 - g. Other Management Matters
6. Director’s Matters
 - a. Consider Approval of Tree Planting Location to be the lot between W. 85th Bluff and W. 84th Place

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

7. Financial Matters
 - a. Consider Approval of Schedule of Cash Position (**enclosure**)
 - b. Consider Acceptance/Ratification of Claims (**enclosure**)
8. District Management Matters
 - a. District Manager Report (**enclosure**)
 - b. Consider Approval of 2023 Community Sponsorship Program (**enclosure**)
 - c. Consider Approval of Holiday Lighting Proposal from Mile High Lights (**enclosure**)
 - d. Consider Approval of New Wayfinding Signs
 - e. Capital Projects Discussion
 - i. Approval of Not to Exceed Amount for Pool Furniture (**enclosure**)
9. Legal Matters
 - a. Discussion Regarding Independent Contractor Agreement with Equalized Productions (**enclosure**)
 - b. Other Legal Matters
10. Other Business
 - a. Next Meeting November 15th at 6:00 p.m.
11. Adjourn

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, September 20, 2022 at 6:00 P.M. via
Teleconference

Attendance

The special meeting of the Board of Directors of the Leyden Rock Metropolitan District, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq. and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager and Jeremy McClain, CCMC; and Alex Fink, District Accountant, CliftonLarsonAllen, LLP.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with 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 were acknowledged by the Board. Ms. Murphy noted that a quorum was present and 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.

Agenda

The Board reviewed the agenda as presented. Following discussion, upon a motion duly made and seconded, the Board unanimously

approved the agenda as amended.

Consent Agenda

Following a summary by Ms. Murphy, the items on the consent agenda were ratified, approved or accepted in one motion duly made and seconded and unanimously carried:

- Minutes from August 23, 2022 Special Meeting;
- Minutes from September 11, 2022 Special Meeting;
- Contract with Diann Smith d/b/a The Smithstonians for September 17, 2022;
- Contract with Sherri MacLean d/b/a Fantastic Facepainting for September 24, 2022;
- Contract with Master Events & Gamin LLC d/b/a Casino Party USA for October 8, 2022; and
- Contract with Equalized Productions, LLC for December 9, 2022 and December 11, 2022

Public Comment

Director Ardita thanked Director Vernon for participating in the City Council meeting for emergency exits.

Committee Reports

Landscape Committee Report

Director Batsel-Stewart reported a bid to plant twelve trees is roughly \$5,600 without a warranty; a one-year warranty costs an additional \$1,600. The Landscape Committee is currently waiting on a response from Xcel in regards to their powerline easement to determine acceptable tree heights to plant.

Director Matters

None.

Financial Matters

Consider Approval of Schedule of Cash Position and Claims

Mr. Fink presented the Schedule of Cash Position updated as of September 15, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position.

Mr. Fink presented the Claims to the Board in the amount of \$14,988.16. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Claims.

District Management Matters

District Manager Report	Mr. Smith presented the Report to the Board. Director Plummer requested Weed Wranglers provide notice for where they plan to spray in the community. Mr. Smith will inquire.
Discussion Regarding Bond Proceed Project Payments	Mr. Smith inquired about a process to approve bond proceed project payments as opposed to payments from the operations fund. Director Vernon asked for a schedule to be presented at each board meeting showing which items are eligible.
Consider Approval of Pool Fob Access Proposal	Mr. Smith presented to the Board the Pool Fob Access Proposal. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal to be paid from the Project Fund.
Consider Approval of Snow Removal Proposal	Mr. Smith presented to the Board the Snow Removal Proposal. Following discussion, upon a motion duly made and seconded, the Board approved the proposal.
Discussion Regarding Patios Home HOA Paint Process	Mr. Smith presented to the Board. The HOAs within the District have more restrictive paint schemes and would like to meet with the District to discuss the review process.
Discussion Regarding Resident Access to Open Space	Mr. Smith presented to the Board. A resident of the District requested access to their backyard through the open space for a large construction project. The Board engaged in discussion and determined to not grant access.
Consider Approval of 2023 Community Sponsorship Program	Deferred.
Consider Approval of Additional Fence Line Mow	Mr. Smith presented to the Board. The City of Arvada Fire Department recommends another fence line mow. This would cost roughly \$15,000 and the funds are available in the budget. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the additional fence line mow.
Discussion Regarding Trash Enclosure at the Clubhouse	Mr. Smith presented to the Board. CCMC met with Republic regarding cost to change six bins to two dumpsters in the Clubhouse trash enclosure, which would require a new enclosure. Republic will provide a new proposal.

Discussion Regarding Mr. Smith presented to the Board. Director Vernon inquired about
Capital Projects having residents discuss a vision for trails to bring in community
involvement.

Discussion of Project Mr. Smith presented to the Board the proposal from Ascent Land
Management Proposal Development. The Board engaged in discussion regarding the
proposal. Ms. Call will provide deadlines in regards to the
entrance monuments, rumination of mudflood, and parcels of land
on 88th underneath the powerlines. No action taken.

Discussion Regarding None.
Management of
Improvements and Progress
by Architerra

Other Management Matters None.

Legal Matters

Other Legal Matters None.

Executive Session Upon motion of Director Vernon, seconded by Director
Plummer, and upon an affirmative vote of at least two-thirds of
the quorum present, the Board convened in executive session at
7:46 P.M. to conference with an attorney for the District for the
purposes of receiving legal advice regarding Amended Notice,
Claim, and Summons to Appear for Trial entitled Kostner,
Michelle and Russell v. Leyden Rock Metro District, filed on
September 8, 2022.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be
kept of the portion of this executive session that, in the opinion of
the District's attorney, constitutes privileged attorney-client
communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt
any proposed policy, position, resolution, rule, regulation or take
formal action during execution session.

The Board reconvened in regular session at 8:08 p.m.

Other Business

Next meeting October 18th at 6:00 p.m.

Adjournment

There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 18th day of October, 2022.

Attorney Statement:

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 7:46 p.m. on September 20, 2022 for the sole purpose to conference with an attorney for the District for the purposes of receiving legal advice regarding Amended Notice, Claim, and Summons to Appear for Trial entitled Kostner, Michelle and Russell v. Leyden Rock Metro District, filed on September 8, 2022. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Thursday, October 6, 2022 at 6:00 P.M. via
Teleconference

Attendance

The special meeting of the Board of Directors of the Leyden Rock Metropolitan District, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager Jeremy McClain, Katie Call, Jessica Towles-Gottschalk CCMC; Katie Cooley, Ascent Land Development; Alex Fink, District Accountant, CliftonLarsonAllen, LLP; and members of the public.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with 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 were acknowledged by the Board. Ms. Murphy noted that a quorum was present and 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.

Agenda The Board reviewed the agenda as presented. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

Public Comment None.

District Management Matters

Consider Approval of Independent Contractor Agreement with Ascent Land Development, LLC Director Vernon presented to the Board the Independent Contractor Agreement with Ascent Land Development, LLC. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement subject to final legal review.

Capital Project Workshop The Board engaged in discussion regarding the various capital projects in the community including: improvements to the entry monuments, remediation of drainage areas that are causing mudflow, improvements constructed underneath Xcel powerlines, additional multi-use trails, and purchasing furniture for the Clubhouse and Pool.

Next Steps The Board determined that Ms. Cooley will initially focus on improvements to the entry monuments, remediation of drainage areas that are causing mudflow, and improvements constructed underneath Xcel powerlines. Director Vernon and Mr. Smith will meet with Ms. Cooley and report back to the Board at the next meeting.

Other Management Matters None.

Director Matters None.

Other Business Next meeting October 18th at 6:00 p.m.

Adjournment There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 18th day of October, 2022.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Equalized Productions, LLC

Title of Agreement/Contract: Octoberfest Live Music Performance, 10/22/2022

Agreement/Contract Date: October 4, 2022

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District 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 set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, 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 District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

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

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District 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 this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Contractor’s Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) 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 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained

by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

6. Indemnification. The Contractor shall defend, indemnify and hold harmless the District 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 District for the District'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 District 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 this Agreement.

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

8. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

9. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this 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 District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District'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.

10. 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 District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

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

12. 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.

13. Severability. If any portion of this 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.

14. 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 commitments.

15. 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.

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.

District: <u>Jeffrey Cunningham</u> <small>Jeffrey Cunningham (Oct 4, 2022 16:00 MDT)</small>	Contractor: <u>Liz Kistler</u> <small>Liz Kistler (Oct 5, 2022 09:31 MDT)</small>
By: _____	By: _____
Name: <u>Jeffrey Cunningham</u>	Name: <u>Liz Kistler</u>
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 dkistler@equalizedproductions.com

Invoice



BILL TO
Ben Smith CCMC Leyden Rock 8360 E. Via De Ventura Scottsdale, AZ 85258

SHIP TO
Ben Smith CCMC Leyden Rock 17685 W. 83rd Drive Arvada, CO 80007

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S-1666	09/27/2022	\$4,065.00	10/07/2022	Due on receipt	

PROJECT

Adult Halloween Party 10/22/22

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Event Services:EVENT COORDINATION - Flat Rate Event Coordination Support EVENT COORDINATION - Contract Management - Payment Management	1	75.00	75.00
	Event Services:EVENT COORDINATION - Flat Rate Event Coordination Support EVENT COORDINATION - Diamond Empire Band 10/22/2022	1	3,990.00	3,990.00

BALANCE DUE

\$4,065.00

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Equalized Productions, LLC	
2 Business name/disregarded entity name, if different from above	
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. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input 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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 745519	Requester's name and address (optional)
6 City, state, and ZIP code Arvada, CO 80006	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 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									
2	0	-	4	0	7	8	8	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 09/15/2021

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.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Brad M. Wood d/b/a The Laughing Photo Booth
Title of Agreement/Contract: Octoberfest Photo Booth Rental, 10/22/2022
Agreement/Contract Date: October 4, 2022

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District 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 set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, 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 District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

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

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District 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 this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Contractor’s Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) 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 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained

by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

6. Indemnification. The Contractor shall defend, indemnify and hold harmless the District 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 District for the District'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 District 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 this Agreement.

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

8. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

9. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this 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 District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District'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.

10. 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 District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

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

12. 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.

13. Severability. If any portion of this 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.

14. 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 commitments.

15. 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.

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.

District: By: <u>Jeffrey Cunningham</u> <small>Jeffrey Cunningham (Oct 4, 2022 16:01 MDT)</small> Name: <u>Jeffrey Cunningham</u> Title: _____	Contractor: By: <u>Brad M Wood</u> <small>Brad M Wood (Oct 4, 2022 20:36 MDT)</small> Name: <u>Brad M. Wood</u> Title: _____
---	---

Exhibit A
Scope of Services/Compensation Schedule

Client Contact Information

Name:
Company (optional):
Address, City, State, Zip:
Phone number:
E-mail address:

Venue Information

Name:
Address, City, State, Zip:
Contact & Phone:

Event Information

What is the occasion?
How many guests attending? Ages?
Is the event formal, semi-formal or informal?
Can we begin setup an hour before start? If not what time?

Photo Strip Design (Complete what you know now or indicate 'TBD')

Is there a theme, colors, or logo you would like to use?
What would you like your photo strips to say?

Included Items

Photo Booth service comes standard with attendant, custom photo strip, props, digital download of photos, online gallery and upon request, a guestbook.

Extra Items

Idle time: \$50/hr. after first hour Travel: 50 miles; \$1/mile thereafter

Service Description 3 Hour Rental *No Deposit

Total: \$ 595.00 Deposit due: \$ 0.00 Balance Due: \$595.00

Client Signature: _____ Date: _____

An invoice will be emailed to you. Credit Card payments can be made online through the invoice. If you have any questions, feel free to contact us. Thank you for your business!

How did you hear about us? _____

brad@thelaughingphotobooth.com

<http://www.thelaughingphotobooth.com>

Start

•

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brad M Wood	
2	2 Business name/disregarded entity name, if different from above The Laughing Photo Booth	
3	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. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</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) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	5 Address (number, street, and apt. or suite no.) See instructions. 1400 Golden Cir Apt 208	Requester's name and address (optional)
6	6 City, state, and ZIP code Golden, CO 80401	
7	7 List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)	1	Social security number
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> [][] - [][] - [][][][] </div> OR Employer identification number	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		83 - 4321034	

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 I, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.



Colorado Special Districts
Property and Liability Pool

Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) The Laughing Photo Booth
performing (type of work) Photo Booth Rental

Federal Employer Identification Number: 83 - 4321034

Address: 1400 Golden Cir Apt 208, Golden CO 80401

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: 17685 W 83rd Dr, Arvada, CO 8007 Coverage #: _____ Phone: 303-923-0270

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.

Brad Wood

Signature of Independent Contractor

9/28/2022

Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatis/EmployerWhatIs.asp>

Document #60390

Content Release

This Content Release ("Release") is made between Best Version Media, LLC ("BVM"), and Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Contributor").

1. BVM publishes monthly neighborhood/community magazines that are distributed in both hard copy form to specific neighborhoods and may also be published in an online digital format on the world wide web. Additionally, BVM operates a website with the domain www.BVMsports.com, which is dedicated to the coverage of sports in the United States from the amateur to professional levels (the "Website").

2. Contributor desires to submit written content and/or images ("Content") to be used for publication by BVM.

3. "Content" as used in this Agreement, means all works conceived, authored, or developed by Contributor. Content is considered the sole and exclusive property of Contributor. Contributor retains the right to package and sell Content in any format, including electronic, print, audio or in those formats which may be later invented.

4. Contributor warrants and guarantees to BVM that the Contributor owns the rights to the Content, or the Content is original on his or her part, except for such material from copyrighted sources as is reproduced with the written permission of the copyright holder, and is in no way a violation of, or an infringement upon, any copyright belonging to any third-party.

5. Contributor, to the extent permitted by law, agrees to indemnify and hold harmless BVM from any claims or lawsuits by any third-party regarding the Content alleging, among other things, the infringement of copyright or trademark, or defamation or libel, or violation of any right of publicity or privacy, including any damages and reasonable attorneys' fees or costs associated with any claim or lawsuit against BVM related to the Content.

6. Contributor grants BVM an irrevocable, royalty-free, worldwide right and permission to use, publish, display, distribute, and reproduce the Content in whole or in part, with or without alteration or modification, with or without attribution, in any format and in any or all media, versions and forms, whether now known or later invented, in all languages, in any geographic territory, in perpetuity, including without limitation all print, digital, wireless or electronic formats, and in any advertising, publicity or promotion for BVM.

7. Contributor is an independent contractor of BVM, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contributor and BVM for any purpose. Contributor has no authority (and shall not hold itself out as having authority) to bind BVM and shall not make any agreements or representations on BVM's behalf without BVM's prior written consent.

8. BVM is not required to use the Content in any manner and whether the Content is used in whole or part in any BVM publication or Website(s) is within BVM's sole discretion.

9. This Release shall be governed by the laws of the State of Colorado.

10. This Release shall be valid and enforceable when Contributor signs this Release and submits Content to BVM. BVM shall not be required to sign this Release in order for it to be valid and enforceable so long as it is signed in standard form by the Contributor.

11. This Release constitutes the entire agreement between parties regarding the subject matter contained herein.

ACCEPTED AND APPROVED

Contributor:

Brett Vernon, President of Leyden Rock Metropolitan District

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2022
Updated as of October 11, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 06/30/22	\$ 18,041.44	\$ -	\$ -	\$ -	\$ 18,041.44
Subsequent activities:					
7/13/2022 Transfer from CASFE	40,000.00	-	-	-	40,000.00
8/02/2022 Transfer from CASFE	257,213.00	-	-	-	257,213.00
8/03/2022 Transfer to CIT Bank	(257,213.00)	-	-	-	(257,213.00)
8/05/2022 Bill.com Payments	(19,675.15)	-	-	-	(19,675.15)
8/15/2022 Bill.com Payments	(13,465.81)	-	-	-	(13,465.81)
8/22/2022 Bill.com Payments	(1,522.35)	-	-	-	(1,522.35)
10/4/2022 Transfer from CASFE	277,973.00	-	-	-	277,973.00
10/4/2022 Transfer to CIT Bank	(277,973.00)	-	-	-	(277,973.00)
10/5/2022 Transfer from CASFE	30,000.00	-	-	-	30,000.00
10/6/2022 Transfer from CASFE	25,000.00	-	-	-	25,000.00
10/6/2022 Bill.com Payments	(23,630.08)	-	-	-	(23,630.08)
10/11/2022 Bill.com Payments	(24,461.66)	-	-	-	(24,461.66)
Anticipated activities:					
Anticipated Bill.com payable	(3,769.63)	-	-	-	(3,769.63)
Anticipated Balance	\$ 26,516.76	\$ -	\$ -	\$ -	\$ 26,516.76
<u>CSAFE</u>					
Balance as of 06/30/22	\$ 282,150.78	\$ -	\$ -	\$ -	\$ 282,150.78
Subsequent activities:					
7/10/2022 Property/SO tax	606,298.27	897,320.85	-	-	1,503,619.12
7/13/2022 Transfer to 1st Bank	(40,000.00)	-	-	-	(40,000.00)
7/31/2022 Interest Income	1,890.57	-	-	-	1,890.57
8/02/2022 Transfer to 1st Bank	(257,213.00)	-	-	-	(257,213.00)
8/09/2022 Transfer to UMB - 2021 Bond Fund	-	(897,230.85)	-	-	(897,230.85)
8/10/2022 Property/SO tax	13,243.37	19,600.16	-	-	32,843.53
8/31/2022 Interest Income	1,668.37	-	-	-	1,668.37
9/10/2022 Property/SO tax	12,830.20	18,988.68	-	-	31,818.88
9/30/2022 Interest Income	1,397.38	-	-	-	1,397.38
10/4/2022 Transfer to 1st Bank	(277,973.00)	-	-	-	(277,973.00)
10/5/2022 Transfer to 1st Bank	(30,000.00)	-	-	-	(30,000.00)
10/6/2022 Transfer to 1st Bank	(25,000.00)	-	-	-	(25,000.00)
Anticipated activities:					
Anticipated transfer to UMB - 2021 Bond Fund	-	(38,678.84)	-	-	(38,678.84)
Anticipated Balance	\$ 289,292.94	\$ -	\$ -	\$ -	\$ 289,292.94
<u>CCMC - Total Cash</u>					
Balance as of 06/30/22	\$ -	\$ -	\$ 356,427.75	\$ -	\$ 356,427.75
Subsequent activities:					
8/03/2022 Transfer from 1st Bank	-	-	257,213.00	-	257,213.00
9/30/2022 CCMC activity	-	-	(412,654.71)	-	(412,654.71)
10/4/2022 Transfer from 1st Bank	-	-	277,973.00	-	277,973.00
Anticipated Balance	\$ -	\$ -	\$ 478,959.04	\$ -	\$ 478,959.04
<u>UMB - 2021 Bond Fund</u>					
Balance as of 06/30/22	\$ -	\$ 612,956.68	\$ -	\$ -	\$ 612,956.68
Subsequent activities:					
7/31/2022 Interest Income	-	483.72	-	-	483.72
8/09/2022 Transfer from CASFE	-	897,230.85	-	-	897,230.85
8/31/2022 Interest Income	-	798.82	-	-	798.82
9/30/2022 Interest Income	-	2,285.56	-	-	2,285.56
Anticipated activities:					
Anticipated transfer from CSAFE	-	38,678.84	-	-	38,678.84
Anticipated Balance	\$ -	\$ 1,552,434.47	\$ -	\$ -	\$ 1,552,434.47
<u>UMB - 2021 Project Fund</u>					
Balance as of 06/30/22	\$ -	\$ -	\$ -	\$ 7,389,369.19	\$ 7,389,369.19
Subsequent activities:					
7/31/2022 Interest Income	-	-	-	6,320.02	6,320.02
8/31/2022 Interest Income	-	-	-	9,630.77	9,630.77
9/30/2022 Interest Income	-	-	-	13,188.04	13,188.04
Anticipated Balance	\$ -	\$ -	\$ -	\$ 7,405,319.98	\$ 7,405,319.98
Anticipated Balances	\$ 315,809.70	\$ 3,104,868.94	\$ 478,959.04	\$ 7,405,319.98	\$ 11,304,957.66

Yield information (as of 09/30/22):

CSAFE - 2.95%

UMB invested in Golman Sachs Govt Fund - 2.87%

Leyden Rock Metropolitan District
Interim Claims - 9/16/22 - 10/11/22

Process Date	Vendor	Invoice Number	Amount
10/6/2022	CliftonLarsonAllen, LLP	3377366	(5,461.92)
10/6/2022	Dazzio & Associates, PC	556	(5,900.00)
10/6/2022	White, Bear & Ankele PC	23290	(9,038.66)
10/6/2022	Winzenburg, Leff, Purvis & Payne, LLP	676156	(3,229.50)
10/11/2022	The Architerra Group, Inc.	Multiple	(13,415.58)
10/11/2022	White, Bear & Ankele PC	23789	(7,468.08)
10/11/2022	Winzenburg, Leff, Purvis & Payne, LLP	677677	(578.00)
			<u>(45,091.74)</u>



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: October 18, 2022

Re: District Manager Report

Pool Update

The pool is closed.

We met with Mile High Pools to discuss the 2022 season and how we can improve service for 2023 and beyond. A lot of ideas were exchanged and we believe we have found a solid foundation for implementing those changes for the betterment of the pool and community.

Landscape Update

By the time of this meeting, Keesen will have winterized the irrigation system and begun the fall cleanups. They will now only be onsite every two weeks instead of daily as they were throughout the Summer months.

Weed Mitigation

Weed Wranglers will complete their mitigation program this month concentrating on spot treating fall rosettes and other late blooming invasive species.

2023 Budget Season

The second budget meeting went well and we believe we have landed on the final version. This does include an increase to the Tract K Filing Fee to adjust for inflation of costs to maintain snow removal and repair/replacement of concrete. Overall, the increase from 2022 to 2023 is just below 2.5%.

Polling Center

JeffCo has made the deposit required for the polling center and has posted the necessary signage. Residents will also be able to drop their mail ballots at this location.



Thank you for taking an interest in partnering with the Leyden Rock Metropolitan District for 2023! Your contribution and participation are vital to the success of our community events!

COMMUNITY PARTNERSHIP APPLICATION

Company Name: _____

Company Representative: _____ **Phone Number:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Website Address for Use in Electronic and Print Advertising: _____

PARTNERSHIP LEVEL:

*Please see the Partnership Program Details Document attached hereto and incorporated herein as Exhibit A for benefits

PLATINUM (\$1500)

SILVER (\$1000)

BRONZE (\$500)

A LA CARTE OPTIONS:

Platinum receives access to all A La Carte Options no cost – Silver receives access to 2 A La Carte Options no cost

Table/Booth/Tent set-up during Community Event (per event) **(\$150)**

Table/Booth/Tent set-up during Vendor Expo Event or participation in Vendor Bingo or Meet the Sponsors (per event) **(\$100)**

Company Signage/Banner in One (1) Prominent Location of Community Event (per event) **(\$75)**

Provide Business Swag and/or Discount Coupons for 250 Welcome Bags (distributed by the District) **(\$50)**

Host a Community Event, sponsor responsible for all aspects of event, the district will help promote. **(\$50)**

Host an Educational Event sponsored by the District (host provides snacks & drinks), 5 minute Company intro, leave business swag **(\$50)**

Provide Business Cards for 250 Welcome Bags (distributed by the District) **(\$25)**

Total Paid: _____

Please make checks payable and send along with this completed application to:

Leyden Rock Metropolitan District
17685 W 83rd Dr. Arvada, CO 80007

Community Partner Agreement

I agree as a Community Partner of the Leyden Rock Metropolitan District (the "District") that I will be entitled to the various sponsorship benefits from the date this application is approved and executed by the District below and as more fully set forth on the Community Partnership Program Details Document attached hereto until December 31, 2023. I understand and agree that the District may need to cancel, postpone, or change the format of events due to COVID-19 or for any other reason and that community partners will be not be granted refunds in part or in whole.

- It is my responsibility to provide the District with my company logo in a format as required by the District for use in electronic and print advertising as set forth in the Community Partnership Program Details Document.
- If the Platinum or Gold option is chosen above, it is the Partner’s responsibility to provide the District with the Business Blurb for the District newsletters, subject to any deadlines as established by the District. Such Business Blurbs shall not exceed 200 words.
- In relation to company branded business items and discount coupons to be distributed in Welcome Bags and at Community Events hosted by the Partner, I agree to provide a reasonable amount of the same to the District, and will replenish the same as needed.
- If the Platinum or Silver option is chosen, I acknowledge that I am entitled to display my company signage or banner at 5 signature community events during the term of this agreement. The display of the same will be in such locations and for such duration as determined by the District. It is my responsibility to erect or hang the sign or banner prior to the event and to remove it at the conclusion of the event. The District may also place restrictions on the size of such signs or banners to be displayed. The District shall not be responsible for any signs or banners which are lost, stolen or damaged during the display of the same at any community event.
- If the Platinum or Silver option is chosen, I acknowledge that I am entitled to set up a table, booth or tent at community events during the term of this agreement. The set-up of such table, booth or tent will be in such locations and for such duration as determined by the District. It is my responsibility to set up such table, booth or tent prior to the event and to remove it at the conclusion of the event. The District may also place restrictions on the size of such tables, booths or tents that may be used. The District shall not be responsible for any tables, booths, tents or other materials or property which are lost, stolen or damaged during the display of the same at any community event.
- It is my responsibility to provide the District with a donation with a minimum value of \$50 in a format as required by the District for resident giveaways as set forth in the Community Partnership Program Details Document. This must be received in our District office (please see address below) within 4 weeks of our acceptance of your Community Partner Agreement.
- I represent that my business is in good standing with the Colorado Secretary of State, as evidenced by the attached Certificate of Good Standing.

Company Representative Signature: _____ Date: _____

District Representative Signature: _____ Date: _____

Please retain a copy of this form as your receipt of payment and record of acceptance.



Community Partnership Program			
Packages Listed Reflect a One-Year Calendar Year Agreement for 2023 (January 1 through December 31, 2023)			
Community Partnership Packages	Platinum \$1500	Silver \$1000	Bronze \$500
Electronic Advertising			
Community Website: Logo & Listing (www.leydenrocklife.com) - 1,400+ Resident Subscribers	◆	◆	◆
Company Logo & Website Link on District eNewsletters - 2216 Contacts on District Email List - Minimum 2x/month electronic newsletter communications with contact list - Additional Lifestyle/Sponsor focused electronic newsletter communication	◆	◆	◆
Company Spotlight with Business Blurb Lifestyle/Sponsor focused electronic Community Newsletter Company Spotlights are limited one per newsletter.	◆	◆	
	Minimum of 4 spotlights per year	Minimum of 2 spotlights per year	
New Homeowner Welcome Bags			
Company Branded Business Items and Discount Coupons Distributed In All New Homeowner Welcome Bags	◆	◆	◆
Community Event Participation			
Company Signage/Banner Displayed at Signature Community Events	◆	◆	
Table/Booth/Tent Set-up at Signature Community Events - Talk with neighbors - Distribute Company Branded Items & Discount Coupons	◆	◆	
	5 events	2 events	
Community Event Host - Company logo on all Community Event Signage(ex. Ping pong tourney, back to school, trivia night, etc)	◆		
Resident Giveaways			
Additional Company Spotlight and Thank You included in electronic newsletter announcement of resident giveaway winner - Company will donate a gift card, gift basket, or similar prize with a minimum value of \$50 that we will give away to residents throughout the year.	◆	◆	◆
A La Carte/Add On Partnership Options			
Platinum receives access to all A La Carte Options no cost - Silver receives access to 2 A La Carte Options no cost			
Option	Cost		
Table/Booth/Tent set-up during Community Event (per event)	\$150		
Table/Booth/Tent set-up during Vendor Expo Event or participation in Vendor Bingo or Meet the Sponsors (per event)	\$100		
Business Card Size Ad in 250 Community Info Guides	\$100		
Company Signage/Banner in One (1) Prominent Location of Community Event (per event)	\$75		
Provide Business Swag and/or Discount Coupons for 250 Welcome Bags (distributed by the District)	\$50		
Host a Community Event, sponsor responsible for all aspects of event, the district will help promote.	\$50		
Host an Educational Event sponsored by the District (host provides snacks & drinks), 5 minute Company intro, leave business swag	\$50		
Provide Business Cards for 250 Welcome Bags (distributed by the District)	\$25		



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: October 18, 2022

Re: Approval of Holiday Lighting Proposal with Mile High Lights

Background

Each year the District engages a contractor to install holiday lights and decorations at the entrances and clubhouse. Mile High Lights has always been that contractor and I would like to continue that relationship. They have done a great job in the past, are a local company, and are very competitive in their pricing. They also ensure the working order of all lights and do not require us to purchase the décor.

In looking at other contractors to perform the work, the others require an investment into the decorations on top of the installation fee. While a one-time investment may make sense, we have little to no storage for the decorations.

It is for those reasons that I am recommending the engagement of Mile High Lights.

Fiscal Impact

The proposal cost is \$6306.30 from the Operations Fund and is included in the 2023 proposed budget.

Suggested Motion

I move to approve the proposal with Mile High Lights for the installation of holiday lighting and décor.



Mile High Lights
 Info@MileHighLights.com
 303-219-9106

PO Box 2096
 Arvada, Colorado 80001
 United States

Quote issued to:

Leyden Rock Metro District No.1 HOA
 0104
 17685 West 83rd Drive
 Arvada, CO
 303-423-0270
 besmith@ccmcnet.com

Quote Number	2022-1098
Quote Date	August 29, 2022
Total	\$6,306.30

Item	Color	Type	Description	Unit Cost	Quantity	Line Total
Prelit Garland	Warm White	mini	Monument Sign at Main Entrance: Hang prelit garland on sign	\$1,153.00	1	\$1,153.00
Prelit Wreath	Warm White	mini	Main Entrance Tower: Hang prelit wreath	\$140.00	1	\$140.00
Roof Line	Warm White	C9	Main Entrance: Light roofline of all three levels	\$625.00	1	\$625.00
Prelit	Red & Warm White	mini	North side of Main Entrance near monument sign: Prelit style on 11 pine trees	\$144.00	11	\$1,584.00
Roof Line	Warm White	C9	Lights on Clubhouse roofline	\$1,511.00	1	\$1,511.00
Roof Line	Warm White	C9	Lights on Clubhouse beams	\$441.00	1	\$441.00
Roof Line	Warm White	C9	Lights on Clubhouse Tower, two levels	\$814.00	1	\$814.00
Unlit Wreaths			Yule Monument: Hang 2 unlit wreaths	\$147.00	2	\$294.00
Wreaths			Two 4' wreaths at Culebra St	\$445.00	1	\$445.00
Includes all extension cords & timers						
Light removal after January 2 included						
Includes use of Boom Lift						

Quote Terms:
 Service Contract

Quote: Mile High Lights LLC will provide a quote of cost and material usage to the Customer. The quote may be written or delivered verbally. Mile High Lights LLC will use the Customer's verbal description to approximate as closely as possible the described layout. If the Customer requests changes to any or all portions of commenced work, the Customer will be responsible for original and changed installation costs. The Customer will be notified prior to service of any surcharges.

Net	\$6,306.30
Subtotal	\$7,007.00
Discount	\$700.70
Total	\$6,306.30
Paid to Date	\$0.00

For safety and quality purposes, all lights, electrical cords, accessories, and other materials will be supplied and owned by Mile High Lights LLC. Customer requested additions and/or changes to the original quote may result in an increase to the actual price. Mile High Lights LLC reserves the right however, to decline any changes or additions requested by the Customer.

Payment: 50% of payment is due before installation can begin. If the Customer requests any changes/additions to the decor during installation that results in additional fees, they must be paid in full before changes/additions are installed. Remainder of payment is due in full once work has been completed.

Service: Mile High Lights LLC reserves the right to reject service to any property deemed unsafe by Mile High Lights LLC. Pricing includes: 1. Use of a stated quantity of lights and electrical accessories from the installation date through removal of Mile High Lights LLC, with Mile High Lights LLC being authorized to remove the display at any time after January 2nd. 2. Single-time installation of lights according to a layout planned and approved by the Customer. 3. Removal of lights and other materials, which Mile High Lights LLC will remove no later than February 28th. All designs, displays, or concepts and all Mile High Lights LLC supplied materials are the property of Mile High Lights LLC and all materials must be returned to Mile High Lights LLC. Mile High Lights LLC will fasten light strands to fascia boards using the industry standard "T-50" staples. If standard fastening methods are not possible, additional charges may apply. Mile High Lights LLC is not responsible for paint or wood loss or chipping on fascia boards. Mile High Lights LLC cannot guarantee consistent light bulb orientation due to twisting nature of light strands. Mile High Lights LLC also reserves the right to take and use photographs or video of the Customer's property for marketing and media purposes. Mile High Lights LLC is only required to provide services (including service calls) during the hours of 8 a.m. to 5 p.m., but Mile High Lights LLC reserves the right to provide services at any time prior to 10 p.m. on any day. The Customer authorizes Mile High Light LLC to come upon the Customer's property for purposes related to this Contract at any time from the Effective Date until the lights and other property have been removed by Mile High Lights LLC.

Electricity: The Customer must provide Mile High Lights LLC clear access to safe and adequate electricity commensurate with the volume of lights requested by the Customer. Mile High Lights LLC will require enough free circuits to successfully handle the electrical load of the lighting package. High wattage devices such as refrigerators or hair dryers must not be tethered to the lighting package circuits. Mile High Lights LLC will not be responsible for inadequate, faulty, or overloaded electrical sources at the place of service. If circuit breakers frequently need to be reset, this is often an indication of inadequate power supply and may require a service call to locate additional clean circuits and redistribute power. The Customer may be required to provide electrical connection from inside the house. Customers requesting large lighting packages may need to consult their electrician to provide additional power sources commensurate with package needs. Persistent moisture such as rain or melting snow will create an increase in electrical resistance up to double the load of the lighting package in dry weather. If the lighting package frequently resets circuit breakers in wet weather, the Customer will be responsible for providing additional clean circuits to Mile High Lights LLC for redistributing the power load. Customers should not tether personal lights or appliances to the Mile High Lights LLC lights as it may result in exceeding fuse or circuit limits and may require a service call.

Service Calls: Mile High Lights LLC will test all lighting at completion of installation and will leave project fully functional. Mile High Lights LLC will provide the Customer with up to three FREE service calls between install date and December 23rd; however, a \$50 service fee will apply to repairs that result from the following: 1. Changes or other actions by the Customer such as tethering personal lights or other lights to Mile High Lights LLC lights. 2. Other acts, omissions, circumstances or occurrences outside of the control of Mile High Lights LLC. Mile High Lights LLC is in no event responsible for losses or damages to any lights or other materials supplied by Mile High Lights LLC after installation. Mile High Lights LLC will schedule service calls on a first come, first serve basis, but Mile High Lights LLC cannot guarantee the timing of any service call, and in particular between Christmas Eve and New Years. Any service fee is due at the time of the service call.

Other Matters: Mile High Lights LLC is not responsible for any damages or losses to the Customer's home or other property. Mile High Lights LLC is also not responsible for any failure or delay in providing any or all of the services or for any damages or losses that are caused in any way by any acts, omissions, occurrences or circumstances beyond the control of Mile High Lights LLC, such as weather or any acts or omissions of the Customer or any other person.

General: Any payment not made by the Customer when due shall bear interest at the rate of 10% per annum from the date the payment was due until it is paid. The

Customer will also be responsible for any attorneys' fees and court costs incurred by Mile High Lights LLC in enforcing this Contract. This Contract sets out and includes the entire agreement between the Customer and Mile High Lights LLC, and can only be amended in writing signed by both the Customer and Mile High Lights LLC.

By signing below, the Customer affirms that he/she has read this Contract and its terms and conditions and agrees to be bound by all the terms herein.



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: October 18, 2022

Re: Approval of Not to Exceed Amount for Pool Furniture

Background

As we move to upgrade the pool area and furniture, I am requesting approval for a not to exceed the amount of \$60,000 from the capital improvement fund to order new furniture. This includes new lounge chairs, new tables and chairs, small side tables for the loungers, and an Adirondack conversation set with four chairs and a table. While no final decisions will be made without Board/Resident input, it is essential that we complete the order before the end of the year. We are looking at about 4-5 months for arrival.

I have included a couple of quotes for your review. The \$60,000 comes from the highest quote to date and also allows for the possibility of purchasing new trash receptacles at the cost of approximately \$8700.

Fiscal Impact

The final cost for this would come from the capital improvement/bond proceed fund.

Suggested Motion

I move to approve a not to exceed the amount of \$60,000 for new pool furniture.

INDEPENDENT CONTRACTOR AGREEMENT
(CLUBHOUSE AUDIO/VISUAL SYSTEM SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the ~~7th~~ day of ~~September~~~~October~~ 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and EQUALIZED PRODUCTIONS, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was 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 District is empowered to enter into contracts and agreements affecting the affairs of the District; and

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

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District 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 District,~~ 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 District. **Exhibit A** may take any form, including forms which may include price and payment terms, ~~but not including those supplemental prices and payments as agreed on by Parties. (See Section 3).~~ 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

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otherwise obligate the District 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 District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; ~~or (iii) December 31, 2022~~. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the 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 District 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 District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District 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 District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District 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 District 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 District 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.

Commented [JC1]: Your guys are technicians. There is no qualification to identify potential insurance or legal claims or to know what would be evidence to preserve. This is overreaching.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained to the best of its abilities: (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 District or any agent of the District 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 District's request, re-perform the Services not meeting this standard without additional compensation.~~

Commented [JC2]: The District can go through the CDARA process.

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 District of such a delay or change and Contractor shall 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 District. Review, acceptance or approval by the District 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. The District agrees to promptly notify Contractor of any purported deficiencies, omissions, or errors in the Services so that Contractor has a reasonable amount of time to address any such concerns. Failure to provide such notice shall be considered a material breach of this Contract.

6. **MONTHLY STATUS REPORT.** The Contractor shall provide to the District, at the District'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 reasonable 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 District 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 District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Contractor shall not be responsible for any time delay in District's failure to approve within a reasonable time frame any additional expenses. Concurrent with the execution of this Agreement, the Contractor shall provide the District 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 District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District 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 District 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 District 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 District 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 District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

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 District. 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 District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The

District 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 District. **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 District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

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 District, 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 District 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 District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

Commented [JC3]: Normally I would take out this waiver.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District 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 District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District 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 District and given to the Contractor by the District, 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 District deems confidential, or which the District 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 District. 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 District; or (iii) independently developed by the Contractor without use of the District'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 District 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 District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District 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 District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

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 District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District 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 District's use and shall provide such copies to the District upon request at no cost.

~~14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District 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 District'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 District. 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.~~14. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District 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 District 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 District Indemnitees for the negligence of the District or the negligence of any other District 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 or either party 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 District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel if the district is the sole prevailing party. 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.

~~e. 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.~~

~~16.15. ASSIGNMENT.~~ The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

~~17.16. SUB-CONTRACTORS.~~ The Contractor is solely and fully responsible to the District 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 District'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 District. ~~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 District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District 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.~~

~~18.17. 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 District and by the District 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 District to ensure a timely and efficient transition of all work and work product to the District or its designees. ~~All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.~~

~~19.18. 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.

~~20.19.~~ **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:

District: Leyden Rock Metropolitan District
 c/o CCMC
 17685 W. 83rd Drive
 Arvada, CO 80007
 Attention: Ben Smith
 Phone: (303) 423-0270
 Email: bsmith@ccmnet.com

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

Contractor: Equalized Productions

5529 Gray Street
Arvada, CO 80002
Attention: Dave Kistler
Phone: (720) 639-6571
Email: dkistler@equalizedproductions.com

~~24-20. AUDITS. If requested by another government body outside of the District, the~~ District shall have the right to audit, with reasonable notice, ~~only those 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 District at ~~all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.~~

~~22-21. 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 District.

~~23-22. BINDING AGREEMENT.~~ This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

~~24-23. 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.

~~25-24. 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 District 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 District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District 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.

~~e. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District 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 District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.~~

~~26-25.~~ **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.

~~27-26.~~ **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The District 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 District'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 District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District 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 District funds. The District'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. If District's annual budget prevents it from being able to pay Contractor, District shall notify Contractor in writing immediately.

~~28-27.~~ **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 District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District 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.~~

~~30-28.~~ **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.

~~31-29.~~ **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.

~~32-30.~~ **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.

~~33-31.~~ **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 two (2) years from the date of completion and ~~as evidenced by Contractor’s final invoice 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.~~

e. ~~— 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.c.~~ d.c. 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.d.~~ e.d. 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. Contractor shall be reimbursed for permits, licenses, etc. required.

~~f.c.~~ f.c. ~~At or around twenty three (23) months, but no more than two (2) years, 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.~~

34.32. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District 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.

35.33. 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.

DISTRICT:
LEYDEN ROCK METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Clubhouse Audio/Visual
System Services with Equalized Productions, dated September 7, 2022*

CONTRACTOR:
EQUALIZED PRODUCTIONS, a Colorado
limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as the _____ of Equalized Productions, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Clubhouse
Audio/Visual System Services with Leyden Rock Metropolitan District, dated September 7,
2022*

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide the following audio/visual system services:

I. SCOPE OF WORK:

- A. Clean, inspect, and test all existing equipment, components, and cabling that will be reused (if any)
- B. Remove all existing equipment that will not be reused
- C. Installation and services per the following approved quotes
 - 1. Quote #2020
 - 2. Quote # 2174
- D. Initial Testing and tuning and commissioning

E. Training and system support – 2 classes may be scheduled for District employees pursuant to terms on this Exhibit A.

- F. Two-year installation warranty

H. Inclusions:

- 1. All equipment in association with attached equipment lists
- 2. Connectors and installation accessories associated with the attached equipment lists
- 3. All labor associated with this installation
- 4. Possible use of sub-contractors and independent contractors if needed with written approval of the District
- 5. All tools needed to conduct the installation
- 6. Insurance as provided under this Agreement
- 7. Training and two-year installation warranty

I. Exclusions:

- 1. Structural, electrical, or architectural engineering reports or certifications, except those reports or certifications required by law
- 2. Any touchup or modifications to sheetrock or painting necessary pre-or post-installation
- 3. Any sheetrock repairs due to construction defects or damaged wire and cabling
- 4. Any other wiring modifications or wiring additions not specified herein unless complimented by an approved work order agreement between Contractor and District
- 5. Any equipment location additions or modifications and/or other packages unless complimented by an approved work order

6. Any additional equipment, furniture, or materials not listed in this Agreement or previously owned by the district
7. Support for equipment or system peripherals provided by the District
8. Associated cooling systems unless specifically outlined in this Agreement
9. Cable or satellite TV services, activations, modifications, or cable boxes
10. Internet services, activations, modifications, switches, QoS, additional PoEs, or modems
11. Warranty or liability for any District provided equipment
12. Bonding, except otherwise required by this Agreement and may be subject to additional costs
13. Additional travel expenses incurred due to scheduling conflicts, delays, or changes

II. WARRANTY AND LIMITATIONS:

- A. All installation design and concepts are represented in this Agreement and are exclusive property of Contractor.
- B. The Contractor provides a two (2) year installation warranty terms on any wiring and connections made by exclusively by Contractor, subject to the limitation set forth in Section II.C below.
- C. All equipment warranties will remain through the standard manufacturer's warranties provided with the equipment.

III. RETURNS AND REFUNDS:

- A. Because each contract is specifically designed for each particular customer, Contractor does not accept any returns on equipment or services. All sales are final. At Contractor's discretion, the Contractor may assist the District in replacing a piece of equipment that is covered by manufacturer's warranty, however any labor costs associated with such replacement will not be covered and will be charged at our standard hourly rate.

IV. PROPERTY ACCESS AND UTILITIES:

- A. The Contractor is granted access to the worksite on the scheduled days. The Contractor may access to work areas and may store of equipment and materials, at the risk of Contractor. The Contractor will make reasonable efforts to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
- B. The Contractor may use, at no cost, any electrical power and or internet access necessary to carry out and complete the work.

EXHIBIT B

COMPENSATION SCHEDULE

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 ckistler@equalizedproductions.com



Estimate

ADDRESS
 Ben Smith
 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO
 Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2020
DATE 06/01/2022
EXPIRATION DATE 07/31/2022

PROJECT
 Clubhouse Audio System

ACTIVITY	QTY	RATE	AMOUNT
INSIDE CLUBHOUSE SYSTEM			
Control - QSYS:QSYS Core 110f Integrated audio, video, and control solutions. 24 I/O + USB, POTS and VoIP, 8 flex channels	1	3,920.00	3,920.00T
DSP - QSC:QSC - SLQSE-8N-P Software License Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1	215.00	215.00T
DSP - QSC:QSC - SLQUD-8N-P Software License Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1	107.00	107.00T
DSP - QSC:QSC - NV-32-H Network Video 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching (no encoding or decoding) and AV Bridging.	1	3,710.00	3,710.00T
Control - QSYS:QSC I/O USB BRIDGE Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	1	2,000.00	2,000.00T
DSP - QSC:QSC - unD6IO Wall Plate 4x2 Channel Dual Gang US, Dante/AES67 Wall Plate 2 Mic/Line In (XLR), RCA, 3.5 mm I/O, PoE (white and black faceplates included).	1	1,045.00	1,045.00T
DSP - QSC:QSC - TSC-50-G3 Touch Screen Q-SYS 5" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	1,375.00	1,375.00T
Control - QSYS:QSC AD-C6T-WH 6.5" Two-way ceiling speaker, 70/100V transformer with 16 bypass, 135° conical DMT coverage, includes C-ring and rails for blind mount installation, Ø245 mm cut-out. - SOLD	6	520.00	3,120.00T

ACTIVITY	QTY	RATE	AMOUNT
& PRICED AS PAIRS - WHITE			
AMPLIFIER - QSC:QSC - CXD4.3 Amplifier 4000W Amplifier using FAST channel combining technology 4 channels, 900 watts/ch at 8 , 1400 watts/ch at 4 , 1200 watts/ch at 2 , 625 watts/ch into 100V loads, 500 watts/ch direct drive 70V, with Euro connectors and GPIO.	1	2,945.00	2,945.00T
Network Switchers:QSC - NS26-300+ Network Switch 26-port network switch preconfigured for Q-SYS Audio, Video and Control with 24x PoE+ ports and 300 Watts PoE budget. Features advanced QoS and IGMP configuration to also support AES67 and Dante within the same VLAN.	1	2,835.00	2,835.00T
Wireless Routers:TP Link Archer C50 1200Mbps Dual Band Wireless Router	1	60.00	60.00T
Wireless Mics - Shure:Shure SLXD24D/SM58-G58 Dual Wireless Vocal System with SM58 microphone	3	1,379.00	4,137.00T
Wireless Mics - Shure:Shure SLXD1=G58 Bodypack Transmitter	2	215.00	430.00T
Wireless Mics - Shure:Microdot 4016 - SH Headset Headworn Microphone For Shure Wireless System Detachable Cable With 4 Pin Hirose type Connector - Omidirectional Mic	2	72.50	145.00T
Wireless Mics - Shure:Shure WL185 Microflex® Cardioid Lavalier Microphone	2	133.00	266.00T
Shure - UA844+SWB Five-way active antenna splitter and power distribution system for QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. Includes antenna cables and locking power cables.	1	569.00	569.00T
Wireless Mics - Shure:Shure UA864US Wall-Mounted Wideband Antenna (470-960 MHz)	2	449.00	898.00T
Camera - QSC:QSC NC-12x80 PTZ Camera 12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ- WMB1 wall mount bracket	2	4,250.00	8,500.00T
			Subtotal: 36,277.00
OUTDOOR AUDIO & PAGING SYSTEM			
Speakers - QSC:QSC - AD-S5T-WH Speaker 5.25" Two-way surface speaker, 70/100V transformer with 8 bypass, 115 conical DMT™ coverage, includes X- Mount™ and weather input cup. Color - White.	4	275.00	1,100.00T
Speakers - JBL:JBL AWC82 8" 2-Way All-Weather Compact Co-axial Loudspeaker. 120 x 120 broadband control, co-ax driver with 200 mm (8 in) Kevlar-reinforced woofer and 25 mm (1 in) compression driver with high-temp polymer diaphragm. Excellent clarity with extended frequency	2	485.00	970.00T
Sales Telex 450D Dynamic Push-to-Talk Handheld Paging Microphone	1	100.00	100.00
			Subtotal: 2,170.00

ACTIVITY	QTY	RATE	AMOUNT
POWER SEQUENCING AND RACK			
Power Sequencers - Furman:Furman CN-2400S Furman 20 AMP, 3 Stage Power Sequencer	1	824.95	824.95T
Racks - Middle Atlantic:Middle Atlantic - Vertical Power Strip Vertical Power Strip, 6 Outlet, 15 Amps	1	172.00	172.00T
Racks - Lowell:Lowell LWR-1623 Rack-Sectional Wall Mount-16U, 23in Deep, 1pr Adj Rails, Black	1	1,007.11	1,007.11T
Racks - Lowell:Lowell LFD-16FV Door-Fully Vented Front-16U, Locking, Black	1	346.10	346.10T
Racks - Accessories:Middle Atlantic UTILITY DRAWER 3 RU 3RU Utility Drawer	1	195.00	195.00T
			Subtotal: 2,545.16
LABOR & MATERIALS			
Material All cable, hardware, rigging, cable management, & conduit required for installation.	1	1,800.00	1,800.00T
Labor Installation, commissioning, & administrative labor	1	3,000.00	3,000.00
Services 2 Year Installation Warranty	1	0.00	0.00
Services Installation Training and Support	1	0.00	0.00
			Subtotal: 4,800.00
CUSTOMER PROVIDED - iPad or Tablet for wireless system control			
<hr/>			
We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.	SUBTOTAL		45,792.16
	DISCOUNT 5%		-2,289.61
	TAX (0.0796)		3,228.38
Thank you! Equalized Productions (720) 639-6571 - Main	SHIPPING		750.00
	TOTAL		\$47,480.93

Quote #2020 – Clubhouse AV System: This quote contains all the necessary gear to gain the following features:

1. In-ceiling speaker system in the clubhouse containing 12x speakers to evenly distribute audio downward onto the audience reducing reverberation and feedback that would be caused by in-wall speakers. The key is more speakers evenly placed downward for full coverage with less volume but a higher amplitude allowing for higher intelligibility and better overall quality.
2. Four compact outdoor speakers on the large outdoor patio zoned separately for independent source and volume control as desired.
3. Two outdoor speakers mounted on the outer wood beams to cover the pool for announcements, music, and emergency broadcasting as needed.
4. Six handheld wireless microphones – Either all six can be handheld mics, or a combination of four handheld and two bodypack lapel or headset mics, or five handheld and one bodypack.

5. Wireless microphone antenna distribution system so the wireless mics have full coverage of the clubhouse and pool area with no dropouts or interference.
6. Connection plate at front wall containing wireless Bluetooth audio, HDMI, and hard-wired audio connections which can be distributed to the clubhouse, patio, and pool or in any separate combinations.
7. Two wall mounted PTZ cameras – one facing the front wall, and one facing the audience to be used as video intake for hybrid meetings and video recording as desired. The cameras will have standard use presets but can also be controlled via an iPad interface.
8. One USB bridge to back of clubhouse to connect customer provided computer for hybrid meetings.
9. Wireless iPad interface system control for easy operation of hybrid meetings to mix three video sources (two cameras, and one computer input) with audio to meeting platform. Control of desired daily and meeting presets for one-button setup operation as desired.
10. Touchscreen located in room (or in closet) for easy access to change presets as needed.
11. Rack in closet containing all AV gear.
12. Push-button mic in closet rack for paging override and emergency announcements.
13. QSC Q-SYS digital AV infrastructure that allows Equalized Productions to completely customize your system, add as needed for future expansion, and control all desired routing, automated schedules, pre-recorded announcements as needed, system tuning, and speaker protection circuitry.
14. Expandability, ease of use, and preset-based control are the key factors.

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 ckistler@equalizedproductions.com



Estimate

ADDRESS

Ben Smith
 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO

Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2021

DATE 06/01/2022

EXPIRATION DATE 07/31/2022

PROJECT

Board Mic/Voting System

ACTIVITY	QTY	RATE	AMOUNT
AUDIO EQUIPMENT			
Wireless Mics - Shure:Shure MXCWAPT-A Access point Transceiver for US Only	1	3,753.00	3,753.00T
Wireless Mics - Shure:Shure MXCW640 Wireless conference unit with 4.3" color touchscreen for voting, interpretation channel selection, and conference information. NFC ID card reader, integrated speaker	5	1,502.00	7,510.00T
Wireless Mics - Shure:Shure MXC420DF/C Cardioid Dial-Flex gooseneck microphone - 20" - with flexible top and bottom - bi-color LED, 10-pin connector, windscreen - For MXC, MXCW conference units - BLACK	5	207.00	1,035.00T
Wireless Mics - Shure:Shure SB930 Rechargeable li-ion battery with test button and LED charge status indication. Included with MSCW640 wireless conference unit	1	174.00	174.00T
Wireless Mics - Shure:Shure MXCWNC5-US Networked charging station, 10 bay SB930, US IEC power cord	1	1,128.00	1,128.00T
			Subtotal: 13,600.00
LABOR & MATERIALS			
Material Cable, hardware, and cable management required for installation	1	350.00	350.00T
Labor Installation, commissioning and administrative labor	1	1,000.00	1,000.00
Services 2 Year Installation Warranty	1	0.00	0.00
Services Installation training and support	1	0.00	0.00
			Subtotal: 1,350.00

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

Thank you!
Equalized Productions
(720) 639-6571 - Main

SUBTOTAL	14,950.00
DISCOUNT 10%	-1,495.00
TAX (0.0796)	999.38
SHIPPING	50.00
TOTAL	\$14,504.38

Quote #2021 - Board Mic & Voting System:

1. Shure has introduced an amazing discussion microphone system catered to board, executives, and council members needing to cast votes and have control over their microphones all from one convenient wireless base-station. This new digital platform combines all the needed features to deploy a board meeting successfully and efficiently.
2. The microphones are goosenecks with key light indicators for when mics are on or off. The base station has a digital display and buttons allowing members to cast votes or poll responses directly from the base station. Furthermore, these are wireless making it very easy to setup and breakdown for each board meeting and have rechargeable batteries and charging stations.

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 ckistler@equalizedproductions.com



Estimate

ADDRESS

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 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO

Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2174

DATE 06/24/2022

EXPIRATION DATE 07/31/2022

PROJECT

Clubhouse Video System OPT 2

ACTIVITY	QTY	RATE	AMOUNT
Televisions - Commercial:NEC C981Q MultiSync C981Q 98inch Slim LED LCD Public Display Monitor;3840 x 1260	1	9,289.00	9,289.00T
Televisions - Mounts:B-Tech BT9910/B XL Heavy Duty Universal Flat Screen Wall Mount with Tilt. Ideal for screens over 65" the mount features a choice of 4 tilt positions from 0 up to 15 with the universal interface accommodating screens with mounting patterns up to 1000 x 600mm	1	199.00	199.00T
Rentals:EQUIPMENT RENTAL Material lift for display installation	1	300.00	300.00T
Material Cable, connectors, installation materials, power relay to screen, blocking, rigging & mounting for screen	1	1,650.00	1,650.00T
Labor Installation labor	1	2,500.00	2,500.00
Services System training and support	1	0.00	0.00
Services 2-year installation warranty	1	0.00	0.00

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

Thank you!
 Equalized Productions
 (720) 639-6571 - Main

SUBTOTAL	13,938.00
TAX (0.0796)	910.46
SHIPPING	250.00
TOTAL	\$15,098.46

Accepted By

Accepted Date

Quote #2174 - Television Display: This quote contains the option for a 98" LED display on the front wall. All other contents within this quote are the same.

GRAND TOTAL FOR QUOTE NOS. 2020, 2021, and 2174: \$ 77,038.77

ADDITIONAL WORK

The Contractor may enter into work orders for additional work as approved by the District pursuant to written work orders executed by an authorized representative of the Contractor and the District.

GENERAL LABOR RATE FOR AFTER OR NON-WARRANTY ISSUES:

The Contractor does not charge extra for after-hours or emergency remote or on-site calls. The Contractor's standard labor rate is \$100.00 per hour with a two-hour minimum.

PAYMENT STRUCTURE:

The payment structure for the installation will be as follows based on provided schedule of values demonstrating progress made (Not reflecting any extra options or changes):

1. 50% initial down payment of each accepted quote due upon acceptance
2. Remaining balance due upon completion

A \$35.00 fee will be applied for returned checks. In the event of a scheduling conflict due to insufficient funds or any other reason attributable to the District, the District will be responsible for paying a storage fee of 10% of equipment value in storage per month until equipment is released. Equipment will not be delivered until the initial payment has been processed. Final payment will be immediately due upon completion of training and the installation unless special arrangements have been made in writing between the District and the Contractor.

EXHIBIT B-1
CONTRACTOR'S COMPLETED W-9

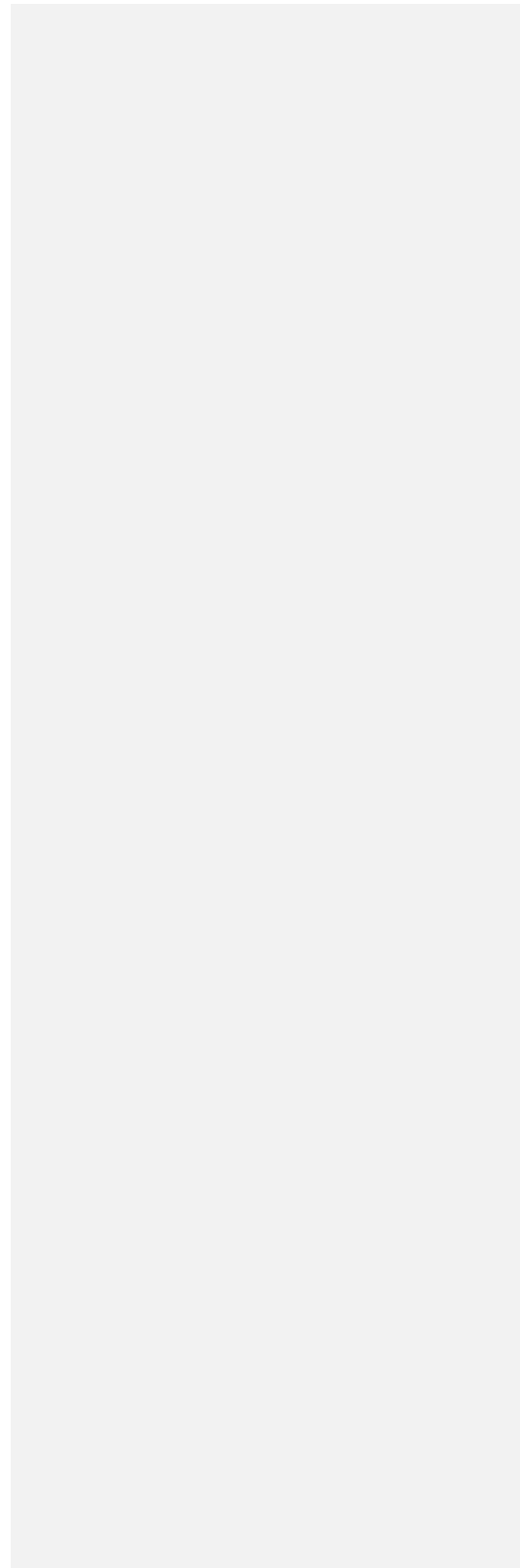


EXHIBIT C

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 District 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 District. Such bond shall protect the District 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 District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

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

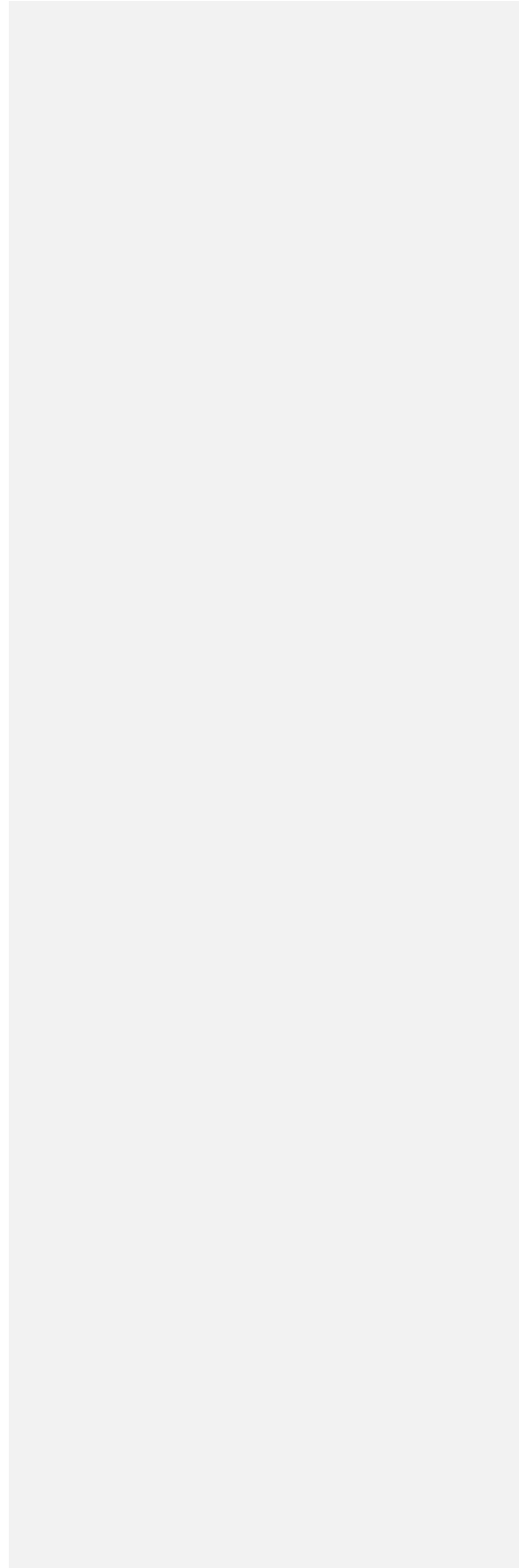


EXHIBIT D

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,

Equalized Productions

is a

Limited Liability Company

formed or registered on 12/06/2005 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 20051450732 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/02/2022 that have been posted, and by documents delivered to this office electronically through 09/06/2022 @ 12:15:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/06/2022 @ 12:15:09 in accordance with applicable law. This certificate is assigned Confirmation Number 14293004 .



Jena Griswold

Secretary of State of the State of Colorado

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