

**INDEPENDENT CONTRACTOR AGREEMENT
(DISTRICT MANAGEMENT SERVICES AND
CLUB MANAGEMENT & MAINTENANCE)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 27th day of October, 2021, by and between Town Center Metro District Subdistrict 1 and Subdistrict 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and The Young Men’s Christian Association of Metropolitan Denver, d/b/a YMCA of Metropolitan Denver, a Colorado nonprofit corporation (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. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or

implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the 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 date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) 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.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the 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 a court of competent jurisdiction finds 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.

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 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.

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B**

of this Agreement, unless said reimbursement or compensation is approved in writing by the 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. 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. Any 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.

ii. Invoices that are not paid within 30 days of receipt will be charged late fees of \$25 per day.

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.

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

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

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

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

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

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

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

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

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

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

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.

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 because 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. 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 and prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the 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. 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 errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the District or 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 be liable for 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. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the 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. 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, supplier, 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 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. 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. In order to protect Contractor's confidential information and Intellectual Property Rights, the District may not employ or otherwise contract with Contractor's employees or contractors during the twelve (12) months following any termination of this Agreement.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the

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

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

District: Town Center Metropolitan District Subdistrict
1 and Subdistrict 4
c/o Timberline District Consulting, LLC
Attention: Jerry Jacos
25633 Roxana Pointe Drive
Evergreen, Colorado 80804
Phone: (303) 359-9330
Email: jacobs@timberlinedc.com

Contractor: The Young Men's Christian Association of
Metropolitan Denver
d/b/a YMCA of Metropolitan Denver
2625 S. Colorado Blvd.
Denver, Co 80222
Attention: Kimberly Armitage
Phone: (720) 283-5017
Email: KArmitage@denverymca.org

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the 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. 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. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the 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-convenience* 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.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties relating to this Agreement or the Services, 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. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The 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.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the 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. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

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

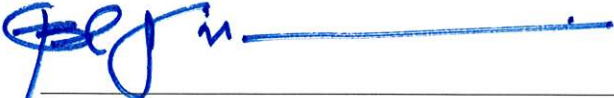
33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The 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. 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].

TOWN CENTER METROPOLITAN DISTRICT
SUBDISTRICTS NOS. 1 AND 4



By:
Its: President

The Young Men's Christian Association
of Metropolitan Denver

Kimberly Armitage

By:

Its:

EXHIBIT A

SCOPE OF SERVICES

DISTRICT MANAGEMENT SERVICES

The role of the Contractor, hereinafter referred to as the “**Manager**,” is to report to, advise and implement the decisions and policies established by the Board of Directors of the District and manage operations of the District as described below.. Generally, the Manager will be responsible for providing the following services, as more specifically discussed and supplemented on the following pages:

Terms:

Club – The aggregation of facilities to include The Clubhouse, The Lodge, and the Community Garden area located within the park at 54th Place and the intersections of Espana Ct. and Fundy Street.

The Clubhouse – Clubhouse building and property, addressed at 5223 Espana Street, Denver, CO 80249. The property is titled to, and is located within Town Center Metro District Subdistrict 1

The Lodge – Lodge building and property, addressed at 20309 E. 53rd Drive, Denver, CO 80249, which also includes the parking area and community garden spaces property across the street from the Lodge building, and the Pickle Ball and Bocce Ball courts to the north of the Lodge building. The property is titled to, and is located within Town Center Metro District Subdistrict 4, except the Pickle Ball and Bocce Ball courts, which are located on the Green Valley Ranch Golf Course property that is owned by Town Center Metro District.

Bungalows - Certain residential properties located within Town Center Metro District Subdistricts 1 and 4. The locations of these properties are identified on the attached map labeled as "FAIRWAY VILLAS AT GREEN VALLEY RANCH GOLF CLUB".

General Administration

The Manager shall provide general administrative and management services as outlined in Exhibit A-1. The Manager shall administer District operations including trash service and landscape maintenance and provide a meaningful Board/Homeowner/Manager relationship. The Manager shall work with the Board and the Board’s agents including the District’s accountant and attorney to effectively manage the District. The Manager will identify problems or opportunities to deliver services more efficiently or more cost effectively and present alternatives to the Board. In order to provide timely responses to property owners, the Manager will use best efforts to respond to all calls and emails within 24 hours, except for messages left on Saturday or Sunday which shall be returned the following Monday.

Owner Requests

The Manager shall assist in resolving individual owner's request as they pertain to the District, District facilities and governing rules and regulations, and report to and advise the Board as necessary and appropriate.

Maintain District Files

The Manager shall maintain records pertaining to trash service, landscape maintenance and other services and contracts of the District involving the Manager, and maintain all such documents in a current status. All such records shall belong to the District.

Owner List

The Manager shall maintain a current and accurate register of owners and such other registers or schedules as may be required by the Board.

Additional Duties

The Manager shall complete a monthly inspection and walkthrough of District owned and maintained property and provide an inspection report noting general condition of grounds and facilities and make recommendations for any necessary work. The Manager shall assist with the District's property and asset list for purposes of property insurance.

Contract Administration

The Manager shall report to and advise the Board regarding the maintenance of property, improvements, and equipment of the District, as applicable, and shall administer work orders and contracts as approved by the Board as may be directed by the Board from time to time.

Service Contracting

The Manager shall solicit, analyze, and compare bids, and negotiate contracts for execution by the Board for the services of contractors for any requisite grounds maintenance, landscaping, snow removal, security services, trash service and all other services required by the District, as requested by the Board from time to time. The Manager's role shall be to report to and advise the Board regarding vendors and bids most favorable to the District. The Board shall have the sole discretion and authority to award, terminate or take any official action related to contracts for services within the District. The Manager may charge an additional fee for services as necessary, see Exhibit B.

Monitor Contractor's Performance

The Manager shall review service contractor's performance and recommend changes to the Board based upon experience to provide greater efficiency and lower maintenance effort or cost. The Manager's role shall be to report to and advise the Board regarding service contractor performance. The Manager shall have no authority or discretion to take any action against a service contractor without direction from the Board.

Bid Specifications

The Manager will, at the direction of the Board, prepare bid specifications for grounds maintenance, landscaping, lighting, snow removal, security services, trash service and other services contracts as required. The Manager will develop detailed services request for proposal, solicit bids for contracts, review bids, check references of bidders, and make recommendations to the Board, as directed by the Board. The Manager's role shall be to report to and advise the Board regarding bid specifications. It is understood that the Board will make all final decisions on contractor selection and termination when bidding is involved.

Maintenance Administration

Work Orders

The Manager will assign work orders to contractors for routine maintenance and repairs as authorized by the Board. The Manager will also provide follow-up to ensure that assigned work is satisfactorily completed or reassigned, if necessary. Subcontractors operating under the Manager are directly accountable to the Manager, and invoices for services from subcontractors are to be remitted to and paid for by the Manager, in a timely manner, and will be paid for by the District directly, but may be submitted for reimbursement in accordance with this Agreement.

Supplies

The Manager shall ensure that supplies are purchased for the District, as authorized by the Board. At the Board's discretion, the Manager may obtain supplies directly or through a subcontractor or vendor. Such purchases, as long as they are preauthorized by the Board, will be at the expense of the District. The District authorizes up to \$500 annually for the cost of supplies. Payments and other financial obligations related to supplies owed to subcontractors or vendors that are authorized by the Manager, but not otherwise approved by the Board, or for contractors and vendors not operating under direct contact with the District, shall be the sole responsibility of the Manager, until such time as authorized by the Board. Once said work or service is approved and authorized by the Board, the Manager shall be reimbursed for said expenses, subject to submitting itemized invoices. "Supplies" are defined as items need to provide services to the District.

Financial Services

The Manager shall provide financial management support to the District. The Manager shall support the District's accountant with accounting and bookkeeping relating to facilities maintenance and service contracts, in a timely manner.

Annual Budget

The Manager shall work in conjunction with the District accountant to provide information necessary for preparation of the annual budget for the District.

Monthly Accounting

The Manager will maintain records showing receipts and expenditures of the District's petty cash fund, if established, and provide accounting reports on a monthly basis. The Manager will review service contractor invoices at the request of the District's accountant to determine completion of the work, accuracy and compliance with any quotes or bids, and advise the accountant on whether payment should be made or held, in accordance with the established and approved workflow, as determined by the Board from time to time.

Home Re-Sale/Refinance or New Sale Coordination

The Manager will provide a New Resident Welcome Letter and Information Package and facilitate membership transfers.

After-Hours Service

The Manager will provide a 24-hour response line, which will be monitored continuously during non-business hours by a representative of the Manager for the purpose of responding to after-hours situations requiring immediate attention. At the discretion of the Manager and in conjunction with guidance provided by the Board, the Manager will assign appropriate independent contractors to resolve the matter.

Management Services

The Manager is responsible for the operation, maintenance and repair of the interior and exterior of the Club buildings, systems, and facilities including fire control, HVAC, security, pest control, cable television, and wireless access.

Supplies and Equipment

The Manager shall provide the supplies, equipment, and furnishings required for performance of the duties at the Club, as approved by the Board of Directors. All equipment, supplies, and furnishings paid for or reimbursed by the District shall be and remain the property of the District, and shall be insured by the District. The Manager shall not dispose of any District property without the prior written consent of the District, except for supplies and other property that are routinely used and consumed in the operation of the Club. The Manager is responsible for the care and safekeeping of all District property used in connection with the Club. The YMCA will bill separately for all supplies and Equipment.

EXHIBIT A-1
Scope of Services

1. All Management services are performed in supplement to the Town Center Metropolitan District management for the benefit of the Subdistricts.
2. Subdistrict management or a senior member of the Company shall attend all regular or special meetings of the Town Center Metropolitan District Board.
3. Work with the Board, contractors, vendors, and other consultants to monitor and approve monthly invoices, expenditures, budgets, payment research, capital operations and maintenance work plans.
4. Support the Board and contractors in preparation of the annual reports to comply with statutory and Tabor requirements.
5. Prepare or assist in the preparation of supplementary budgets and accompanying documents as requested.
6. Review monthly accounting and financial statements provided by the District's Accountant for accuracy, future projections and budgeting exercises, capital expenditures, debt and mill levies.
7. Monitor, manage, approve and code all invoices, permits, fees for each Subdistrict.
8. Monitor and review insurance policies, reserve studies and funds to ensure adequate coverage for Subdistrict owned assets.
9. Support the auditor, as required in performing the annual audit to accomplish timely completion and filing to achieve all statutory requirements.
10. Contract and construction oversight for Subdistrict projects, including but limited to:
 - Monitor and maintain insurance/bond requirements.
 - Acts as Subdistrict Construction Manager in monitoring, managing and reporting per the Service Plan and other governing documents on capital construction projects.
 - Oversee capital construction and maintenance contracts and work results as directed by the Boards.
11. Manage, maintain and repairs Subdistrict assets such as District-owned fencing, trees, structures, streetscapes, water feature amenities.
12. Manage all utilities provided to current pool and Club grounds, streetscapes, monuments, and all similar facilities.
13. Monitor requirements pertaining to HB 1343 (Employment of Illegal Aliens)
14. Manage landscaping contracts, irrigation systems maintenance and repairs, water supply, Green Valley Ranch community parks and pocket parks, monumentation and native areas.
15. Community liaison between residential homeowners and the Subdistricts for a myriad of items, events and community issues.
16. Coordinate community meetings as needed, prepare agendas and document and perform follow up items.
17. Maintain files/archives of all pertinent Subdistrict documents, contracts, invoices and agreements for the Subdistricts.
18. Perform other duties, projects and tasks as required or requested by the Town Center Metropolitan District.

Town Center Metro District Subdistricts 1 and 4 (Fairway Villas at Green Valley Ranch Golf Club) Scope of Services Assignments

Services	Programming Manager	Subdistrict Manager	Maintenance Service Provider	Comments
Programming: Fitness Instructors and Programs	YMCA			Fitness On Demand subscriptions, other YMCA based program offerings to community. Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Community Events	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Continued Learning	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Social Events (Parties)	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Clubs & Games	YMCA			
Programming: Food, Beverage, and Coffee Bar supplies to augment activities and Resident usage of facilities	YMCA			
Facility readiness: Custodial Cleaning, "Daily Porter" and Event tasks	YMCA			3 x per day: Wipe surf's, Check Bathrooms periodically, Furniture and equipment setup for events and daily activities, daily running of dishwasher, maintain refrigerator, storeroom stock monitoring and resupply as needed.
Community Gardens				
Lottery assignments process, Sign-up, payment collections	YMCA			

Garden education and activity programming	YMCA			
Garden plot preparation		X		
Garden area fencing and shed; maintenance and repair			X	
Irrigation infrastructure maintenance and repair.			X	
Annual BFP inspections		X		
Subdistrict Management				
Accounting Services		X		To include Monthly, quarterly and annual Financial Reports
Monthly Invoicing		X		Prepare invoicing for two packages: One for combined SD1 and SD4 activity, and One for Bungalows activity
Chart of Accounts Assignment		X		Assign COA coding using Accountants List
Budget Tracking Summaries		X		Monthly spreadsheets using budget line items with separate columns showing annual budget, prior months activity, current month activity, totals to date, variance to budget, and forecasts for needed budget adjustments
Check preparation for vendors		X		Signature requirements TBD
Prepare packages needed by TCMD Accountants		X		Transmit monthly to Accountants no later than established time period each month
Manage the Capital Spending Budget		X		Identify needed Capital Projects that can be accomplished via the normal budgeting process. Include each project as a separate line item within the budgeting assumptions
Manage the Long Term Capital Reserve Accounts and Spending		X		Determine when the Long Term Capital Accounts should be accessed for maintenance or repair needs, provide budget forecasting for items that need to be scheduled to be paid for out of this account fund.

			Work in conjunction with YMCA and FMM to establish and incorporate all assumptions used to create the budget. Share and review the full line item list of all components used to establish the budget with CAC.
Budget Preparations	X		
Access Control	X		
Alarm Monitoring	X		
A/V Equipment		X	
CCTV - Building Security Systems	X		
Denver ROW Encroachment Fees	X		
Fitness Equipment Maintenance & Repair	X		
Fitness Equipment Replacement	X		Capital replacement
Furniture & Fixtures Maintenance & Repair		X	
Furniture & Fixtures Replacement	X		Capital replacement
Garbage & Recycling Services	X		
Irrigation Repairs: Club	X		
Landscape Maintenance - Club Properties	X		
Snow Removal - Club Walks	X		
Snow Removal - Club Parking Lots	X		
Utilities - Cable TV	X		
Utilities - Electricity & Gas	X		
Utilities - Internet	X		
Utilities - Storm Sewer & Drainage	X		
Utilities - Telephone	X		
Utilities - Water and Sewer	X		
Billing Services: Collect Fees from Bungalows	X		
Procure Service Providers			
Landscape Maintenance: Bungalows	X		
Irrigation Repairs: Bungalows	X		
Snow Removal: Bungalows	X		
Management of Landscape and Snow Removal services	X		
Maintenance Scope of Work items			
Buildings			

Exterior	X		
Roof	X		
Building Walls and Exterior Structures	X		
Doors, Frames and Hardware		X	
Windows - Frames and Glass		X	
Concrete Surfaces	X		
Parking Lots and Driveways	X		
Trash Enclosures	X		
Exterior Lighting		X	
Trellis Structures		X	Includes Masonry supporting structures, Overhead Wood elements and connections, etc.
Exterior Furniture, Trash Receptacles and Bike Racks		X	
Fireplaces		X	
BBQ Grills		X	
Fire Pits		X	
Fencing	X		
Landscape Walls	X		
Interior			
Floor Coverings and Finishes	X		
Painting	X		
Interior Lighting		X	
Appliances	X		
Casework - built-ins and kitchen cabinetry	X		
Plumbing Fixtures	X		
Drinking Fountains	X		
Restroom Lockers	X		
Toilet Partitions and Accessories	X		
Countertops	X		
Window Coverings - Shades and Tinting	X		
Wall hangings - artwork, bulletin boards, signage		X	
Furniture - Tables, Chairs, Sofa Seating, End Tables	X		
Coat Racks		X	
Doors, Frames and Hardware		X	
Windows - Frames and Glass		X	
Plants		X	

Carpet Cleaning		X	YMCA procurement when needed
Janitorial Services	X		
Janitorial Supplies		X	YMCA procurement
Pest Control	X		
Window Cleaning, Exterior and Interior	X		
Annual Inspections			
AED and First Aid		X	Monitor expiration dates
Alarm Permits	X		
Elevator	X		On going contract with legal inspection requirements
Fire Department	X		
Fire Extinguishers	X		On going contract with legal inspection requirements
Pool Licensing - Denver Health Department	X		
Range Hood Ansul System	X		
Geo-Thermal Systems Maintenance		X	Preventative maintenance, routine/emergency repairs
Ground Loop System	X		Includes all components of loop system; controls, pumps and piping
Heat Pump Units	X		
Domestic Water Heating	X		
Pool Water Heating	X		
Snow Melting System	X		
HVAC Maintenance		X	Preventative maintenance, routine/emergency repairs
Dehumidifier	X		
Exhaust Fans	X		
Water Furnaces and Air Handlers	X		
Filter Replacements and Minor servicing		X	
Handyman Services		X	All Work orders submitted using proper procedures and channels
Outdoor Pool Start Up & Winterization		X	
Pool Equipment Maintenance		X	Preventative maintenance, routine/emergency repairs
Chemical Injection Equipment		X	
Pumps		X	

Sand Filters		X	
Safety Equipment		X	
Pool Lifts		X	
Pool Operations		X	
Maintenance: Water Quality and Chemicals Mgmt		X	
Maintenance: Daily Tests & Log Books for 3 pools		X	YMCA: Daily Water Testing & Log Book entries
Maintenance: Skim, Vacuum, Clean.		X	
Outside Patio and Fire Pits	X		
Sports: Courts			
Courts - Pickle Ball and Bocce Ball	X		YMCA manage equipment for Bocce Ball and Pickle Ball courts
Equipment - Mats, Exercise Balls, Table Tennis	X		
Holiday Lighting	X		
Signage (when needed.)	X		
Capital projects - budgeted project items	X		Procure and manage services related to the Capital Projects identified and contained in the approved budget
Capital Projects - Long Term Capital Account funded	X		Procure and manage services related to the Long Term Capital Reserve Projects identified by Sub District Manager

EXHIBIT B

COMPENSATION SCHEDULE

Fairway Villas Facilities Management

\$ 91,200.00 in 12 monthly payments of \$ 7,600.00, due Jan - Dec 2022

Includes a Full Time Facility Maintenance person dedicated to Fairway Villas. Also included is the labor for repairs and work to be done that doesn't require the work of a subcontractor.

Work that may require a subcontractor will be billed separately and includes, but isn't limited to, HVAC, some pool repairs, and specialized electrical or plumbing needs.

All supplies needed for repair or maintenance work will be charged back to the district with no mark up.

Fairway Villas Subdistrict Management

\$148,202.00 in 12 monthly payments of \$ 12,350.16, due Jan - Dec 2022

\$13,000.00 Fee Contingency added to budget for 2022

- Staffing includes:
 - Full-time Subdistrict Manager: Minimum of 10-15 hours/week on site.
 - Part-time assistant: 20 hours/week including a minimum of 15 hours hours/week as office hours on site.
- Additional billing fees if requested
 - \$25/hr for additional staffing
 - Debbie Guth VP of Member Experience and Contracts \$75/hour
 - Kimberly Armitage VP of Strategic Growth and Membership \$125/hr
 - IT hourly \$110/hr and travel \$.575/mile

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,

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER

is a

Nonprofit Corporation

formed or registered on 05/17/1906 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 19871177067 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/13/2020 that have been posted, and by documents delivered to this office electronically through 01/14/2020 @ 15:17:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/14/2020 @ 15:17:31 in accordance with applicable law. This certificate is assigned Confirmation Number 12017515 .



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."

TOWN CENTER METROPOLITAN DISTRICT
Town Center Metropolitan District Subdistricts Nos. 1 and 4

December 16, 2021

Via e-mail to karmitage@denverymca.org

Kimberly Armitage
Vice President of Strategic Growth and Membership
YMCA of Metropolitan Denver
2625 S. Colorado Blvd.
Denver, CO 80222

**Re: Management Contract with Town Center Metropolitan District
Subdistricts Nos. 1 and 4 (the "Subdistricts")**

Dear Ms. Armitage:

Pursuant to Section 20 of the parties' contract, the Subdistricts hereby provide written notice of a change to the party to whom notices and communications addressed to the Subdistricts should be directed. All notices and communications regarding the YMCA contract should be directed to the following individual effective immediately:

District: Town Center Metropolitan District Subdistrict 1 and Subdistrict 4
c/o William (Bill) Schmidt, Director
19884 East 54th Place
Denver, Colorado 80249
Phone: (678) 502-6300
Email: bills36@reagan.com

Thank you for your attention to this matter.

TOWN CENTER METROPOLITAN DISTRICT
SUBDISTRICTS NOS. 1 AND 4