

DENARGO MARKET METROPOLITAN DISTRICT NO. 1 (“DISTRICT”)

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032
<https://denargo.colorado.gov>

NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson
Michael Kuyper
David Solin

Office

President
Treasurer
Asst. Secretary
Asst. Secretary
Asst. Secretary
Secretary

Term/Expires

2027/May 2027
2025/May 2025
2025/May 2025
2027/May 2027
2025/May 2025

DATE: April 24, 2024

TIME: 9:00 a.m.

LOCATION: Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Phone: 1-719-359-4580

Meeting ID: 546 911 9353

Password: 912873

One tap mobile: +17193594580,,5469119353#,,, *912873# US

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of meetings and posting of meeting notices. Approve agenda.

C. Review and approve the Minutes of the March 12, 2024 Regular Meeting and the March 18, 2024 Continued Meeting (enclosures).

II. PUBLIC COMMENT

A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per person.

III. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending as follows (enclosure):

Fund	Period Ending Mar. 31, 2024
General	\$ 52,220.55
Debt Service	\$ -0-
Capital Projects	\$ -0-
Payroll	\$ -0-
Total	\$ 52,220.55

-
- B. Review and accept the District’s Schedule of Cash Position, updated as of April 16, 2024 (enclosure).

-
- C. Review and consider acceptance of Engineer’s Report and Verification of Costs No. 02, prepared by Schedio Group, LLC and authorize reimbursement to JV LoDo Denargo LLC, pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC (to be distributed).
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IV. LEGAL MATTERS

- A. _____

V. OPERATION AND MAINTENANCE

- A. Update on 2024 landscape maintenance matters.
-

- B. Ratify approval of Change Order No. ____ to Service Agreement for Landscape Services by and between the District and BrightView Landscape Services, Inc. for Extension of Term through December 31, 2024, for the amount of \$14,605.01 (to be distributed).
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- C. Ratify approval of Change Order No. ____ to Service Agreement for Landscape Services by and between the District and BrightView Landscape Services, Inc. for Installation of Irrigation Controller, for an amount not to exceed \$2,000.00 (to be distributed).
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- D. Ratify approval of Service Agreement for Security Services by and between the District and Spear Security, Inc. (enclosure).
-

- E. Discuss and consider approval of Service Agreement for Trash Removal Services by and between the District and HG Commercial Services LLC.
-

VI. OTHER MATTERS

- A. _____

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 18, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD MARCH 12, 2024

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the “District”) was held on Tuesday, the 12th day of March 2024, at 4:30 p.m. The District Board meeting was held via video / telephonic means (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson
Michael Kuyper

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Mr. Solin requested that the Directors consider whether they had any additional conflicts of interest to disclose. It was noted for the record that there were no additional disclosures made by the Directors present at the meeting and applicable disclosures were made by the Board members prior to this meeting in accordance with the statutes.

Confirmation of Quorum, Location of Meeting and Posting of Meeting Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. It was noted that the

RECORD OF PROCEEDINGS

District Board meeting was held electronically via video / telephonic means (Zoom). The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed, were received from taxpaying electors within the District's boundaries.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://denargo.colorado.gov> or if posting on the website is unavailable, notice will be posted on west side of Denargo Street just south of Wewatta Way on the southern boundary of Tract F.

Agenda: Mr. Solin presented a proposed Agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Agenda was approved, as amended.

Minutes: The Board reviewed the Minutes of the November 14, 2023 Statutory Annual Meeting and the November 14, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the Minutes of the November 14, 2023 Statutory Annual Meeting and the November 14, 2023 Regular Meeting.

Insurance Discussion:

Cyber Security and Crime Coverage Limit: The Board discussed the District's Cyber Security and an increase to its Crime Coverage limit.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Board authorized an increase in the District's Crime Coverage limit to \$250,000.

Insurance Committee: The Board discussed the establishment of an Insurance Committee.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board

RECORD OF PROCEEDINGS

established an Insurance Committee and appointed Directors Wenskoski and Newman to the Committee.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024	Period Ending Feb. 29, 2024
General	\$ 40,617.24	\$ 39,355.87	\$ 30,884.92	\$ 53,769.24
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Payroll	\$ 369.40	\$ 277.05	\$ -0-	\$ -0-
Total	\$ 40,986.64	\$ 39,632.92	\$ 30,884.92	\$ 53,769.24

Following discussion, upon motion duly made by Director Wenskoski, seconded by Director Newman and, upon vote unanimously carried, the Board ratified approval of the payment of the claims.

Unaudited Financial Statements: Ms. Ross reviewed the Unaudited Financial Statements through the period ending December 31, 2023 and Schedule of Cash Position, updated as of March 6, 2024.

Following review, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending December 31, 2023 and Schedule of Cash Position, updated as of March 6, 2024.

LEGAL MATTERS

2022-2025 Facilities Funding and Acquisition Agreement: The Board reviewed a 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC.

Following review and discussion, upon motion duly made by Director Jones, seconded by Director Wenskoski and, upon vote unanimously carried, the Board ratified approval of the 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC.

Termination of 2022-2025 Facilities Funding and Acquisition Agreement: The Board reviewed a Termination of 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV Denargo LLC.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Jones, seconded by Director Wenskoski and, upon vote unanimously carried, the Board ratified approval of the Termination of 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV Denargo LLC.

Temporary Construction Easement Agreement: The Board reviewed a Temporary Construction Easement Agreement by and between the District and JV LoDo Denargo LLC.

Following review and discussion, upon motion duly made by Director Jones, seconded by Director Wenskoski and, upon vote unanimously carried, the Board ratified approval of the Temporary Construction Easement Agreement by and between the District and JV LoDo Denargo LLC.

Engineer's Report and Verification of Costs No. 01, prepared by Schedio Group, LLC and authorize reimbursement to JV LoDo Denargo LLC, pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC: The Board discussed and determined to defer action on this matter.

Cost Verification Committee: The Board discussed the establishment of a Cost Verification Committee to review and accept Engineer's Reports in between meetings.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board established a Cost Verification Committee and appointed Directors Wenskoski and Kuyper to the Committee.

Project Management Service Agreement: The Board discussed and determined to defer action on this matter.

OPERATION AND MAINTENANCE

Update on 2024 Landscape Maintenance Matters: Mr. Solin provided an update to the Board.

Proposal from BrightView Landscape Services, Inc. ("BrightView") for 2024 Landscape Maintenance Services, in the amount of \$14,605.01: Mr. Solin discussed the Proposal with the Board, noting that the Proposal includes: weekly trashcan emptying, site policing (2x a week), spring and fall cleanup, weeding, and irrigation work (other than irrigation repairs, which would be done on a time and materials basis). No action was taken by the Board.

RECORD OF PROCEEDINGS

Brighton Boulevard Open Space Park: Director Davidson informed the Board that the backflow preventer for the park was missing and that there are also issues with the transformer and irrigation control box. The Board discussed having BrightView look at the system to see what needs to be done and directed Mr. Solin to follow up with BrightView. Director Davidson further inquired as to whether the District intends to salvage any of the existing fixtures, trashcans, bike racks and shrubs that are being replaced at the park to another location within the Districts.

Update on Security Patrols: The Board deferred discussion of this matter.

Service Agreement for Stormwater Maintenance Services by and between District No. 1 and Stormwater Compliance Solutions, LLC: The Board deferred discussion of this matter.

OTHER MATTERS

None.

**CONTINUATION
OF MEETING**

Following discussion, upon motion made by Director Jones, seconded by Director Wenskoski and, upon vote unanimously carried, the meeting was continued to Monday, March 18, 2024 at 4:15 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A CONTINUED REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD MARCH 18, 2024

A Continued Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the “District”) was held on Monday, the 18^h day of March 2024, at 4:15 p.m. The District Board meeting was held via video / telephonic means (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson
Michael Kuyper

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Mr. Solin requested that the Directors consider whether they had any additional conflicts of interest to disclose. It was noted for the record that there were no additional disclosures made by the Directors present at the meeting and applicable disclosures were made by the Board members prior to this meeting in accordance with the statutes.

Confirmation of Quorum, Location of Meeting and Posting of Meeting Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. It was noted that the District Board meeting was held electronically via video / telephonic means

RECORD OF PROCEEDINGS

(Zoom). The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed, were received from taxpaying electors within the District's boundaries.

Agenda: Mr. Solin presented a proposed Agenda for the District's Continued Regular Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Agenda was approved.

PUBLIC COMMENT

There were no public comments.

LEGAL MATTERS

Project Management Service Agreement: The Board reviewed a Project Management Service Agreement by and between the District and JV LoDo Denargo LLC.

Following discussion, upon motion duly made by Director Kuyper, seconded by Director Jones and, upon vote unanimously carried, the Board approved the Project Management Service Agreement by and between the District and JV LoDo Denargo LLC.

Engineer's Report and Verification of Costs No. 01, prepared by Schedio Group, LLC and authorize reimbursement to JV LoDo Denargo LLC, pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC: The Board reviewed Engineer's Report and Verification of Costs No. 01, dated March 14, 2024, prepared by Schedio Group, LLC ("Engineer's Report No. 01").

Following discussion, upon motion duly made by Director Wenskoski, seconded by Director Jones and, upon vote unanimously carried, the Board accepted Engineer's Report No. 01 and authorized reimbursement to JV LoDo Denargo LLC, pursuant to the 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV LoDo Denargo LLC and preparation of Requisition No. 01.

OPERATION AND MAINTENANCE

2024 Landscape Maintenance Matters:

Proposal from BrightView Landscape Services, Inc. ("BrightView") for 2024 Landscape Maintenance Services, in the amount of \$14,605.01: The Board discussed the Proposal for Landscape Maintenance Services from BrightView.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Kuyper, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the preparation of a Service Agreement for Landscape Maintenance Services by and between the District and BrightView, in the amount of \$14,605.01.

Proposal from BrightView for an Irrigation Controller: The Board discussed a Proposal from BrightView to wire in an irrigation controller.

Following discussion, upon motion duly made by Director Kuyper, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the Proposal from BrightView for an Irrigation Controller, for an amount not to exceed \$2,000.

Proposal from BrightView for Summer Watering Services: The Board discussed a Proposal from BrightView for Summer Watering Services. The Board deferred action on this matter.

Security Patrols: Mr. Solin reported that the owner of the prior security company died suddenly, so security patrols stopped for a time, but that Spear Security, Inc. has been engaged to perform security patrols.

Service Agreement for Stormwater Maintenance Services: The Board reviewed a Service Agreement for Stormwater Maintenance Services by and between the District and Stormwater Compliance Solutions, LLC.

Following discussion, upon motion duly made by Director Davidson, seconded by Director Newman and, upon vote unanimously carried, the Board approved the Service Agreement for Stormwater Maintenance Services by and between the District and Stormwater Compliance Solutions, LLC.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Wenskoski, seconded by Director Jones and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

Denargo Market Metropolitan District No. 1

March-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8793163	2/13/2024	2/28/2024	\$ 7,029.74	Snow removal	7595
Brightview Landscape Services	8800093	2/21/2024	3/7/2024	\$ 1,521.17	Snow removal	7595
Brightview Landscape Services	8816985	2/27/2024	3/13/2024	\$ 6,897.61	Snow removal	7595
Brightview Landscape Services	8815211	2/26/2024	3/12/2024	\$ 2,016.75	Landscape Maintenance	7585-45240-10000
Colorado Lighting Inc	NI284265	3/5/2024	4/4/2024	\$ 20.00	Site lighting	7801-45240
Denver Water	3250 February 2024	2/12/2024	2/12/2024	\$ 27.01	Utilities	7701
Denver Water	3150 February 2024	2/12/2024	2/12/2024	\$ 27.01	Utilities	7701
Diversified Underground	29288	2/29/2024	3/30/2024	\$ 660.00	Locates	7804-45240
HG Commercial Services, LLC	1047	2/2/2024	2/17/2024	\$ 320.00	Trash collection	7720
Jpden Consulting	105	3/5/2024	3/5/2024	\$ 1,860.00	Security	7570
Schedio Group LLC	220102-2398	1/2/2024	2/1/2024	\$ 1,915.00	Engineering	7857
Schedio Group LLC	220102-2277	11/1/2023	12/1/2023	\$ 1,831.00	Engineering	7857
Schedio Group LLC	220102-2576	3/3/2024	4/2/2024	\$ 1,720.00	Engineering	7857
Schedio Group LLC	220102-2354	12/1/2023	12/31/2023	\$ 5,830.00	Engineering	7857
Special District Management Services	D1 2.2024	2/29/2024	2/29/2024	\$ 4,641.40	District management	7440
Special District Management Services	D2 2.2024	2/29/2024	2/29/2024	\$ 721.20	District management	7440
Special District Management Services	D3 2.2024	2/29/2024	2/29/2024	\$ 676.00	District management	7440
Triunity Engineering & Management	100517-43	2/19/2024	2/19/2024	\$ 13,120.00	Site inspection	7802-45240
Utility Notification Center	224020412	2/29/2024	2/29/2024	\$ 34.83	Locates	7804-45240
Wastewater Management Division	02274-00-114-000	2/27/2024	2/27/2024	\$ 921.74	Miscellaneous	7480
Wastewater Management Division	02274-00-120-000	2/27/2024	2/27/2024	\$ 246.88	Miscellaneous	7480
Xcel Energy	864981654	2/13/2024	2/13/2024	\$ 44.72	Utilities	7701
Xcel Energy	865817520	2/20/2024	2/20/2024	\$ 138.49	Utilities	7701
				\$ 52,220.55		

Denargo Market Metropolitan District No. 1
March-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 52,220.55			\$ 52,220.55
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 52,220.55	\$ -	\$ -	\$ 52,220.55

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
December 31, 2023
Updated as of April 16, 2024

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>First Bank - Checking Account</u>			
Balance as of 12/31/23	\$ 57,427.14	\$ -	\$ 57,427.14
Subsequent activities:			
01/03/24 Denver Water	(51.40)	-	(51.40)
01/05/24 Bill.com Payables	(39,079.97)	-	(39,079.97)
01/05/24 Xcel Energy	(288.32)	-	(288.32)
01/12/24 Permit Fee - Sage Telecommunications	377.50	-	377.50
01/12/24 Xcel Energy	(138.54)	-	(138.54)
01/17/24 Transfer from Colotrust	30,500.00	-	30,500.00
01/19/24 Permit Fee - Taylor Osgood	145.00	-	145.00
01/25/24 Bill.com Payables	(25,319.76)	-	(25,319.76)
01/26/24 Permit Fees - Pauley Construction	618.50	-	618.50
01/30/24 Payroll taxes	(351.90)	-	(351.90)
02/02/24 Denver Water	(54.02)	-	(54.02)
02/07/24 Xcel Energy	(185.03)	-	(185.03)
02/12/24 Xcel Energy	(139.42)	-	(139.42)
02/21/24 Transfer from Colotrust	50,420.00	3,580.00	54,000.00
02/23/24 Permit Fees - Taylor Osgood	385.00	-	385.00
02/23/24 Permit Fees - Taylor Osgood (Stonebrook)	400.00	-	400.00
02/23/24 Bill.com void	1,556.00	-	1,556.00
02/26/24 Bill.com Payables	(1,556.00)	-	(1,556.00)
02/28/24 Bill.com Payables	(49,810.77)	(3,580.00)	(53,390.77)
03/01/24 Permit Fees - Taylor Osgood (Stonebrook)	560.00	-	560.00
03/01/24 Permit Fees - CFC	800.00	-	800.00
03/05/24 Denver Water	(54.02)	-	(54.02)
03/07/24 Xcel Energy	(44.72)	-	(44.72)
03/08/24 Permit Fee - Sage Telecommunications	60.50	-	60.50
03/08/24 Permit Fee - Pauley Construction	183.50	-	183.50
03/08/24 Permit Fee - Taylor Osgood	240.00	-	240.00
03/08/24 Permit Fee - Colorado First Construction	230.00	-	230.00
03/12/24 Transfer from Zions	27,000.31	-	27,000.31
03/13/24 Xcel Energy	(138.49)	-	(138.49)
03/19/24 Transfer from Colotrust	46,204.00	11,296.00	57,500.00
03/22/24 Permit Fee - Fiore & Sons	145.00	-	145.00
03/29/24 Permit Fees - Colorado First Construction	4,180.00	-	4,180.00
04/01/24 Bill.com Payables	(40,687.32)	(11,296.00)	(51,983.32)
04/03/24 Denver Water	(54.02)	-	(54.02)
Anticipated activities:			
Transfer to D3	(27,000.31)	-	(27,000.31)
<i>Anticipated Balance</i>	<u>36,478.44</u>	<u>-</u>	<u>36,478.44</u>
<u>ColoTrust</u>			
Balance as of 12/31/23	201,411.73	56,104.39	257,516.12
Subsequent activities:			
01/17/24 Transfer to 1st Bank	(30,500.00)	-	(30,500.00)
01/31/24 Interest Income	1,145.16	-	1,145.16
02/21/24 Transfer to 1st bank	(50,420.00)	(3,580.00)	(54,000.00)
02/28/24 Interest Income	926.32	-	926.32
03/19/24 Transfer to 1st Bank	(46,204.00)	(11,296.00)	(57,500.00)
03/31/24 Interest Income	699.05	-	699.05
<i>Anticipated Balance</i>	<u>77,058.26</u>	<u>41,228.39</u>	<u>118,286.65</u>
<i>Total Anticipated Balance</i>	<u>\$ 113,536.70</u>	<u>\$ 41,228.39</u>	<u>\$ 154,765.09</u>

Yield information:
ColoTrust - 5.4521% (03/31/24)

SERVICE AGREEMENT FOR SECURITY SERVICES

THIS **SERVICE AGREEMENT FOR SECURITY SERVICES** (“**Agreement**”) is entered into and effective as of the 30th day of January, 2024, by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SPEAR SECURITY, INC.**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to

assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed 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 or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to

assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$950.00 per month with an hourly rate of \$40.00 for all special events requested by District and \$60.00 per hour as applicable for all National Holidays, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** (“**Change Order**”).

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least Thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least Thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the City and County of Denver, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Denargo Market Metropolitan District No.1
141 S. Union Blvd., #150
Lakewood, CO 80228
Phone: 303.987.0835
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: Spear Security, Inc.
2180 E. 68th Ave.
Denver, CO 80229
Phone: 303-298-8373

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
SPEAR SECURITY, INC.

By: BRIAN TASLER

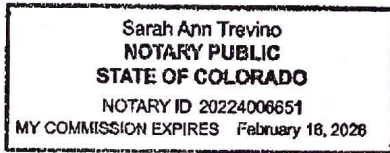
Its: [Signature] operations Director

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 5th day of March, 20 24, by Brian Tasler as operations Director of Spear Security.

Witness my hand and official seal.

My commission expires: 2/120/220



[Signature]
Notary Public

District:
DENARGO MARKET METROPOLITAN DISTRICT NO. 1

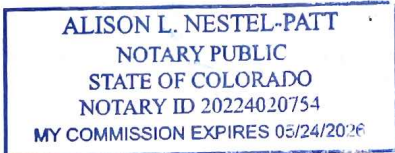
By: [Signature]
~~President~~ **TREASURER**

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6 day of March, 20 24, by JEFFREY D. JONES, as TREASURER of Denargo Market Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: 5/24/2026



[Signature]
Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION



SECURITY AGREEMENT

This agreement is made this 16th Day of January 2024, between Denargo Metropolitan District 1 hereinafter called "CLIENT" and SPEAR SECURITY, Inc, hereinafter called "CONTRACTOR".

The CLIENT and CONTRACTOR agree to the following services:

1. One (1) Unarmed Security Guard for courtesy patrol services
2. Patrols are to be done once a night between the hours 6:00 AM and 6:00 PM
3. Guards are to protect and secure all CLIENT assets onsite including machinery and equipment
4. Guards will patrol entire property including the park during each visit
5. Guards will ensure a visible security presence at all times as a deterrent to any criminal activity
6. Guards are to deter and or remove any homeless or trespassers from the property as well as make sure building is secure and free of theft or vandalism as well as report any tents or unauthorized structures for removal
7. Guards are to identify and report and if necessary, remove any illegally parked vehicles
8. Guards are to report and escalate issues to both CLIENT and Spear management teams as needed
9. Spear will provide on-call number for CLIENT for emergency response service
10. Guards are to engage 911 or Emergency Services as needed
11. Guards are to submit hourly reports to provide to CLIENT detailing all activity
12. Guards are to report and escalate issues to both CLIENT and Spear management teams as needed

Note that the hourly rate of \$40/hr noted below will apply if any emergency on-call responses require more than 30 minutes of time onsite.

The CLIENT and CONTRACTOR agree to the additional services below:

1. One (1) Unarmed Security Guard with marked security vehicle for special event and parking control services as requested by CLIENT
2. Guards will monitor vehicles entering or leaving property during designated timeframes and will remain on property at all times
3. Guards will provide reports to CLIENT detailing all activity
4. Guards will engage 911 or Emergency Services as needed

CLIENT agrees to pay CONTRACTOR for the above services as follows:

1. Flat rate of \$950 per month for (2) patrols during the day
2. Hourly rate of \$40 per hour for all special events or hourly guard service as requested by CLIENT
3. Overtime rate of \$60 per hour is applicable on all designated National Holidays if requested events fall on such Holidays
4. CONTRACTOR will deliver invoices to CLIENT at specified address. Invoices will be for hours performed as required
5. CLIENT agrees to pay CONTRACTOR within 15 days of invoice
6. CLIENT and CONTRACTOR agree that this agreement shall continue in effect - unless or until either party gives the other party written notice, not less than 15 days in advance.

Date and time service begin: **January 19th, 2024**

Estimated End Service Date: **December 31st, 2024**

Legal Business Name: **Denargo Metropolitan District 1**

Service Address(es): **Denargo Market**

Account Contact Name and Number: **Joseph Padilla, Jpden Consulting LLC, 720-443-6703**

Emergency Contact Name(s) and Number(s): **Joseph Padilla, Jpden Consulting LLC, 720-443-6703**

Billing Contact Name(s) and Number(s): **David Solin - District Senior Manager - 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 - dsolin@sdmsi.com - 303-987-0835**

Billing Contact Email: **jpdenllc@gmail.com**

Business Physical Billing Address: **141 Union Boulevard, Suite 150 Lakewood, CO 80228-1898**

CLIENT:

Signature includes the attached Terms & Conditions

CONTRACTOR



Operations Manager

Terms and Conditions

1. Hiring - Contractor and CLIENT agree that CLIENT will not, knowingly directly or indirectly, hire or employ a contractor employee assigned to CLIENT for one year thereafter. A fee of \$6,000 will be assessed if individual assigned to property should be knowingly hired by said CLIENT listed in this contract.
2. Services - The scheduling of patrol inspection, guard assignment or other duties performed, may be changed with contractors written approval. All requests will be authorized by each party hereto, if any conflict between the parties arise, the terms of the document, this agreement shall control.
3. Multiple Locations - All terms and conditions of this contract shall apply as blanket services with the same terms and conditions to apply, the only change being service address.
4. Employees
 - A. Contractor employs without regard to Race, Color, Creed, and Sex, National origin, Handicap conditions not impairing job performance, or Veteran status.
 - B. CLIENT shall have the right to remove any Employee of the Contractor as assigned, provided the removal is not in any violation of any law. "CLIENT shall agree to indemnify and hold harmless the contractor from any and all claims, demands, liabilities, judgments, suits, damages, fines, penalties, and expenses and attorney fees or defense costs that may arise from CLIENT's said violation(s) of law.
 - C. Contractor is the employer, not the CLIENT. Contractor is solely responsible for all Social Security, Unemployment, and similar taxes applicable to employees.
5. Hourly or Service Rates - Rates are subject to adjustment as requested with thirty-day notice. Rates affected by change in law, ruling due to collective bargaining in Union, change in hours, working schedule, working conditions, or other cost to contractor.
6. Invoice Payment - Shall be submitted bi-weekly and payable within fifteen (15) days. A 5% late charge shall apply to balances not paid within 45 days. Costs for contractor expenses to include Attorney fees and court costs etc., to collect invoices will be that of the CLIENT.
7. Payment Submission- We accept payments the following ways:
 - A. Checks payable to: **Spear Security Denver**. Mailed to address: **2180 E. 68th Ave. Denver, Co. 80229**
 - B. Credit cards payments may be made by calling our office: **303-298-8373 M-F 8:00 AM-5:00 PM**
 - a. Note that a 3% credit card processing fee will be charged and calculated based on the invoice paid.
 - C. ACH payments can be arranged. Please let us know when signing the contract if you will be making ACH payments. Please make sure to email Accounting@spearsecuritydenver.com with ACH information when submitting a payment. The information needed is the following: **What invoice are you paying, Amount of payment and date of payment.**
8. Indemnities and Liability
 - A. Contractor is not an insurer and contractor undertake no liability to CLIENT and makes no representation, expressed or implied that its service prevent occurrence or their consequences that result in loss or damage.
 - B. CLIENT agrees to be solely responsible and shall indemnify and hold contractor harmless if CLIENT requests contractor employee to use equipment or vehicles not owned by contractor or agreed to in writing by contractor.
9. Insurance - CLIENT shall assume all risk of loss or damage to real property, personal property or business interruption occurring as a result of fire, theft, or other casualty by parties not related to Contractor. CLIENT waives it's right of recovery against the contractor for any such acts.
10. Working Conditions - CLIENT agrees to comply with all Local, State, and Federal Laws applies to working conditions in, on or around the working site. CLIENT shall hold contractor harmless from all claims, including injuries to company employees arising from non-complying conditions as to Local, State, or Federal Laws, if contractor has previously notified CLIENT of said non-complying conditions.

11. Contractor - Contractor is not an insurer, and contractor undertakes no liability to CLIENT and makes no representation, expressed or implied that its services prevent occurrence or their consequences that result in loss or damage. Contractor is vicariously liable for negligent conduct of its employees.

12. Notification - Contractor will presume that coverage in respect to performance and attendance from contractor's employees is meeting CLIENT's expectations and standards unless otherwise notified by the CLIENT within 24 hours included only during traditional business days of the date and time in question. Within the twenty-four-hour window, the CLIENT has the right to question or dispute the billing of services that pertain to the services provided by Security personnel.

13. Overtime/Holiday – There will be no charge to the CLIENT for overtime with the exception of a time and a half holiday rate, however, if there are uncontrollable circumstances such as weather, natural disaster or national elevated security alerts an overtime rate will be applied. An overtime rate may be applied upon additional customer needs that are non-related to the above contracted hours of service.

14. The Agreement - This agreement constitutes the entire agreement and shall be governed under the law of the State of its performance.

CLIENT Authorized Signature

Date

EXHIBIT B
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant