

Fee Agreement

This Fee Agreement (“Agreement”) is entered into as of this 24 day of August, 2022 (the “Effective Date”), by and between **Roxborough Village Metropolitan District**, a Colorado Special District, located at 8390 E. Crescent Pkwy, Suite 300 Greenwood Village, CO 80111 (“Client”); and **Gembok Consulting, Inc.**, a Colorado corporation, located at 31180 Manitoba Dr., Evergreen, Colorado 80439 (“Gembok”), to provide the services specified below, on the terms and conditions provided by this Agreement.

1. Consulting Services

Gembok will provide consulting services to Client as specified below in this Agreement (the “Services”). Gembok’s consultants provide business advice and solutions, but do not make the final decision on how to address any situation, which final decisions are left to Client. The Services being provided are as follows (subject to additions and/or deletions as may be agreed to by Gembok and the Client):

Monthly Bookkeeping & Payroll

- **Bookkeeping**
 - Accounts Payable: recording and payment of expenses
 - Accounts Receivable: recording and depositing of income
 - Bank, investment, credit card and loan account reconciliations
 - Annual 1099s and other reporting
- **Payroll**
 - Processing payroll and submitting direct deposits
 - Payment of all payroll taxes
 - Creation of all payroll tax returns
 - Annual W-2s
- **Financial Statement Review**
 - Review of the books and the financial statement monthly to ensure accuracy
- **Monthly Reporting**
 - Executive Summary of prior month’s activities
 - Budget to Actual reporting
 - Key Performance Indicators (KPI) and associated graphics
 - Cash activity and overall cash position
 - Other reporting as requested by the Board or recommended by Gembok

Budgeting

- Review of prior year and current year expenses
- Current year financial projections
- Preparation of preliminary budget for upcoming fiscal year
- Finalization of budget and submissions to DOLA
- Budget recorded in accounting system for ease of reporting

Annual Financial Close and Statements

- Officially close out the financial statements for the fiscal year and verify that all numbers reported are accurate. This includes:
 - Capital assets
 - Payroll taxes
 - Ending balances for all assets and liabilities
 - Taxes receivable
 - Fund Balances

- Audit documents are gathered and ready when needed by the auditor. This includes all supporting documents such as bank statements, county tax statements, attorney invoices, capital asset transitions and other key supporting statements.
- Review of the preliminary audit and entry of any adjusting journal entries.
- Preparation of the Management Discussion and Analysis (MD&A)

Other Work

Typically, this work is billed hourly when it is needed.

- Documentation of Accounting Practices
- Human Resource Documents
- Interactive financial model to see the impact of various district decisions and their long-term potential impact.

2. Initial Term and Renewal

The initial term of this Agreement is until December 31, 2022, unless earlier terminated as specified below. This Agreement will be automatically renewed for an additional one-year term unless either party notifies the other, at least 60 days in advance of the expiration date of the initial or renewal term, of its desire not to renew this Agreement.

3. Fee Structure

Client will be billed for all time spent by Gemsbok's representatives on work for Client, including phone calls, office meetings, travel time to and from Client's office, and writing reports. All work will be billed on an hourly basis at the rates specified below in this Agreement, unless otherwise agreed to in writing by Gemsbok and Client. Time is billed in 15-minute increments.

4. Hourly Fees

a. As of the date of this Agreement, the standard rates range from \$65 per hour for a bookkeeper, \$135 for a controller and \$235 per hour for a senior consultant (the "Hourly Fee"). These rates may be increased from time to time no less than 30 days after written notice of the rate increase is given by Gemsbok to Client.

5. Initial Retainer

The initial retainer is waived.

6. Expenses Included in the Hourly Fee

The Hourly Fee includes black and white copies and printed documents.

7. Expenses NOT Included in the Hourly Fee

The following expenses are **not** included in the Hourly Fee:

- i. Airfare, rental cars, and other travel costs will be charged to Client on an actual cost basis.
- ii. Postage/shipping will be charged to Client on an actual cost basis.
- iii. Parking Charges will be charged to Client on an actual cost basis.
- iv. Additional fees incurred in connection with work agreed upon. For example, if a report from Client's CPA is necessary, Client is responsible for the CPA's fees. Gemsbok will not incur additional fees of this nature unless instructed by or approved by Client.

8. Billing & Interest Charges

a. Hourly Fees and expenses are billed monthly.

b. If an invoice has not been paid in full within 45 days after the date of the invoice, interest may be charged on the outstanding balance at a rate of up to 18% per annum (1.5% per month) until the past due amount is paid in full.

9. Professional Disclosure and Client Acknowledgement

Client understands and acknowledges that ***Gemsbok consultants are not tax accountants or attorneys; and as such, they cannot provide tax or legal advice.*** In addition, Gemsbok consultants will not: (i) prepare income tax returns or any other tax returns for Client, except as otherwise specified by Gemsbok; (ii) conduct audits of financial information of the Client; or (iii) provide any other services as, or required to be provided by, Certified Public Accountants.

10. Confidentiality of Client Information

This Agreement covers services that require the disclosure of confidential information to Gemsbok. Gemsbok agrees to take all reasonable steps necessary to preserve the confidentiality of Client's confidential information. Gemsbok will inform all of its officers, directors, employees, and other representatives (collectively, the "Gemsbok Representatives") who may have access to any confidential information of Client of the need to preserve the confidentiality of Client's confidential information, and take responsibility for any unauthorized disclosure by any of the Gemsbok Representatives. While it is the practice of Gemsbok to treat Client information that is not publicly known as confidential, it is Client's responsibility to inform Gemsbok of any unusual confidentiality issues or requests. Client also agrees to inform Gemsbok, before disclosing the information, any time there is litigation pending or threatened with respect to information that may be disclosed to Gemsbok.

11. Intellectual Property of Gemsbok

Client acknowledges that Gemsbok has developed, and may develop in the future, certain software and/or other intellectual property that it uses in providing the Services or otherwise in connection with its business (the "Intellectual Property"). Client understands and agrees that (i) Gemsbok is the owner of the Intellectual Property; (ii) Client has no ownership interest in, and will not acquire during the term of this Agreement any ownership interest in, any of the Intellectual Property; (iii) Client has no right to obtain or possess the Intellectual Property; and (iv) Client has no right to receive any information about the Intellectual Property.

12. Non-Use and Non-Disclosure of Gemsbok Proprietary and Confidential Information

Client understands that it (through its employees and other representatives) will become aware of proprietary and confidential information of Gemsbok. Client agrees that it and its directors, officers, limited liability company members and managers, partners, employees and other representatives, as applicable (collectively, the "Client Representatives") will use proprietary information of Gemsbok only in connection with its business, and not that of any parent, subsidiary, or other affiliate of Client; and not in connection with any unaffiliated business. Client agrees not to give or disclose any proprietary or confidential information of Gemsbok to any third party, except with the prior written consent of Gemsbok. Client will inform all of the Client Representatives who may have access to any proprietary and/or confidential information of Gemsbok of the restrictions on use and disclosure of that information, and that these restrictions also apply to them, individually. Client will be responsible for any breach of this provision by Client or any of the Client Representatives.

13. Client Employment/Engagement of Gemsbok Consultants

If, during the term of this Agreement or within one year after its expiration of termination for any reason, Client knowingly hires any Gemsbok consultants, or engages any Gemsbok consultants as independent contractors of Client, Client agrees to pay Gemsbok a fee equal to two times the annual salary that has most recently been paid by Gemsbok to each consultant hired by Client.

14. Termination of Agreement; Obligations on Termination

a. Client may terminate this Agreement at any time for any reason; however, Client agrees to do so only by written notification to Gemsbok. Unless terminated for cause, Client will give 60 days' written notice of termination to Gemsbok.

b. Gemsbok may terminate this Agreement at any time and for any reason, including the non-payment of fees by Client when due; however, Gemsbok agrees to provide Client with 60 days written notice of termination.

c. Upon termination of this Agreement by either party and for any reason:

1. Gemsbok will have no further obligation to provide any of the Services to Client.

2. Client must pay to Gemsbok, within 45 days of the date of a final invoice given by Gemsbok, all fees and expenses incurred but unpaid as of: (i) the date Gemsbok receives a notice of termination from Client, or (ii) as of the date Gemsbok delivers a notice of termination to Client.

15. Independent Contractors

Gemsbok and Client are independent contractors. Gemsbok and its consultants and other representatives are not employees, partners, or joint venturers of Client.

16. Miscellaneous

a. Modifications. This Agreement may only be altered or amended by a written agreement signed by both parties.

b. Notices. All notices required or permitted by this Agreement or by law, may be personally delivered, sent by courier, or sent by certified mail with return receipt requested, with delivery charges or postage prepaid, and addressed to the intended recipient as set forth above. Any party may change the address to which notices are to be delivered by giving the other party notice in the manner set forth in this provision. Except as stated otherwise in this Agreement, notices will be deemed delivered when received, if given by personal delivery or courier; or three days after deposit with the U.S. Postal Service with proper address and postage paid. If delivery of any notice properly given under this provision is refused or delivery cannot otherwise be completed, the notice will be deemed delivered on the first attempted delivery. Notwithstanding the language above, (i) Gemsbok may also send invoices and notices of Hourly Fee increases by uncertified mail; and (ii) if sent in this manner, notices of Hourly Fee increases will be deemed given when deposited with the U. S. Postal Service with proper address and postage paid.

c. Severability. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, that provision will be deemed modified to eliminate the invalid element and, as so modified, that provision will be deemed a part of this Agreement as though originally included.

d. Attorneys' Fees and Costs. The prevailing party in any action arising out of or related to this Agreement is entitled to recover from the other party all amounts due and all damages, costs, and expenses, including reasonable attorneys' fees and costs of collecting monies owed. If both parties are awarded a judgment in any dollar amount, the court shall determine the prevailing party taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

e. Applicable Law. The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Gemsbok and Client agree that any appropriate state or any federal court in Colorado has exclusive jurisdiction and venue over any case or controversy arising under or in connection with or relating to this Agreement and is the proper forum in which to adjudicate the case or controversy.

f. Enforcement. In addition to any other remedies or methods of enforcement permitted by law, the provisions of this Agreement may be enforced by injunctive relief.

g. Assignment. Gemsbok may assign this Agreement, and its rights and obligations under this Agreement, without Client's consent, to any successor that can perform Gemsbok's obligations under this Agreement. Client may assign this Agreement with the prior written consent of Gemsbok.

h. No Waiver. The failure of either of the parties to insist upon the strict performance of the terms and conditions of this Agreement will not constitute or be construed as a waiver or relinquishment of the right to thereafter enforce any such term or condition, and it will continue in full force and effect.

i. Headings. The headings in this Agreement are for reference only.

j. Construction. Whenever required by the context of this Agreement, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders, and vice versa. The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile signatures are valid to the same extent as original signatures.

k. Entire Agreement. This Agreement constitutes the entire agreement of the parties (into which all prior negotiations, commitments, representations and undertaking with respect to its subject matter are merged). No oral or other written understandings or agreements exist between the parties relating to the subject matter of this Agreement.

Roxborough Village Metropolitan District

By: Mathew Hart

Print Name: Mathew Hart

Title: Board President

Gembok Consulting, Inc.

By: Christina Briggs

Christina Z. Griggs
President