

AGREEMENT FOR SNOW REMOVAL SERVICES

This Agreement for Snow Removal Services ("**Agreement**"), effective the 1st day of January, 2025 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Roxborough Village Filing 14B Homeowners Association, a Colorado Non-Profit Corporation ("**HOA**"). The District and the HOA are referred to collectively as the "**Parties**" or individually as a "**Party**."

1. Services. Pursuant to the December 30, 1999 Bicycle Trail Maintenance Agreement ("**Agreement**") between the Parties, the District has, without charge, provided snow removal services ("**Services**") for the bicycle trails located within Tracts A, B, and C of Roxborough Village Filing 14B, which the HOA owns.

2. Compensation. Effective December 31, 2024, the District terminated the Agreement and will no longer provide the Services to the HOA without charge. To continue receiving the Services, the HOA will compensate the District in accordance with the following formula ("**Compensation**"):

a. Percentage HOA’s 546 linear feet sidewalk bears to linear Feet of all sidewalks and paths District maintains (58,910):	0.927%
<i>Multiplied by:</i>	x
b. District’s total cost for snow removal on all District maintained sidewalks and paths:	\$ _____
<i>Plus:</i>	+
c. <u>\$200 administrative fee:</u>	<u>\$200.00</u>
 Total:	 \$ _____

3. Payment. Invoices will be calculated and submitted to the HOA once per year. The HOA shall pay the District within 30 calendar days of the date of the invoice. Payment shall be made to the following management company or any subsequent management company as the District directs:

Roxborough Village Metropolitan District
Attn: Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Any invoice that remains unpaid for 45 days from the date of the invoice shall accrue interest at the rate of 12% until paid in full.

4. Term and Termination. The term of this Agreement commences on January 1, 2025 and ends on December 31, 2025. This Agreement shall automatically renew for successive one-

year periods until terminated by either party. Either Party may terminate this Agreement upon 30 days prior written notice to the other Party. The District will continue providing the Services until the effective date of the termination. The HOA will compensate the District through the termination date.

5. Notice. Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or to another address a Party previously furnished in writing to the other Party pursuant to this Paragraph 5. A notice sent by certified/registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

Roxborough Village Metropolitan District
Attn: Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Attn: _____

6. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers, and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

7. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action or proceeding shall lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including its reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

8. Additional Provisions. This Agreement is the entire agreement between the Parties as to the subject matter herein and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall constitute an original and together shall be one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT

ROXBOROUGH VILLAGE FILING 14B
HOMEOWNERS ASSOCIATION

By: _____
Ephram Glass, Board President

By: _____
Name Title

Date: _____

Date: _____