

## PEST CONTROL SERVICES AGREEMENT

This Pest Control Services Agreement ("**Agreement**"), effective the 17<sup>th</sup> day of May, 2023 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Patriot Pest Control, LLC, a Colorado Limited Liability Company ("**Contractor**"). The District and the Contractor are referred to as the "**Parties**" and individually as a "**Party**."

1. **DISTRICT'S REPRESENTATIVE.** The District designates Peggy Ripko with Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (pripko@sdmsi.com; 303-987-0835) as its representative ("**District's Representative**"), who shall be the District's single point of contact during the term of this Agreement and who shall be reasonably available to the Contractor. The District's Representative shall provide information and any approvals required to be furnished by the District hereunder to permit Contractor to fulfill its obligations under this Agreement. pripko@sdmsi.com

2. **WORK TO BE PERFORMED.** Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work described in the Scope of Work attached as **Exhibit A** ("**Work**"), within the areas designated on the map attached as **Exhibit B**.

3. **CONTRACT PRICE.** In exchange for Contractor's satisfactory performance of the Work, the District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, Two Thousand Dollars (\$2,000.00) per month for the first two months and Two Thousand Three Hundred Dollars (\$2,300.00) per month for the remain four months, for a total of Thirteen Thousand Two Hundred Dollars (\$13,200.00) ("**Contract Price**"), beginning March or April and ending September or October. The District will pay all undisputed amounts within sixty (60) days after the District receives an invoice from Contractor.

4. **TERM AND TERMINATION.** The term of this Agreement commences on the Effective Date and terminates on November 1, 2023 ("**Term**"). The District may terminate this Agreement at any time upon ten (10) days prior written notice of termination; notwithstanding the foregoing, the District may immediately terminate this Agreement and without prior notice or recourse to any judicial authority if Contractor:

- a) Breaches the terms of this Agreement.
- b) Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.
- c) Assigns or attempts to assign this Agreement without the District's prior written consent.
- d) Ceases to function as a going concern or abandons the Work.

If this Agreement is terminated, the District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by the District in its sole discretion.

5. **LAWS AND REGULATIONS.** Contractor, its agents and employees, shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, statutes, rules, and regulations (collectively "**Applicable Laws**"). Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such governmental authority to permit performance of the Work.

6. **INSURANCE.** Contractor shall acquire and maintain in full force and effect during the Term of this Agreement the insurance coverage set forth below. All insurance shall be placed with insurance carriers licensed in Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by the District's Representative. Each such policy shall include a provision that the insurer shall provide the District thirty (30) days written notice prior to cancellation or material modification of any policy of insurance obtained to comply with this Paragraph 6. Except for workers' compensation insurance, each policy shall include the District as an additional insured and shall state that it is primary and non-contributory from the District's insurance.

- a) Workers' Compensation Insurance in accordance with Applicable Laws;
- b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and,
- c) Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each accident covering any auto.

Prior to commencing any Work hereunder, Contractor shall provide the District with certificates of insurance or endorsements evidencing that (i) all of the insurance required by this Agreement is in full force and effect; and, (ii) will remain in effect for the duration of the Term. During the Term, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof.

7. **INDEMNIFICATION.** Contractor shall indemnify and defend the District, and its directors, officers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, costs, and expenses arising out of, relating to, or resulting from performance of this Agreement and the Work that is caused in whole or in part by the negligent or intentional acts or omissions of Contractor, Contractor's subcontractors, and anyone else that is directly or indirectly performing any part of the Work on behalf of Contractor. The District shall be entitled to hire its own attorney notwithstanding Contractor's obligation to pay the reasonable attorney's fees, costs, and expenses incurred by the attorney.

8. **SAFETY.** Contractor, its agents and employees shall follow all applicable safety and health laws in performing the Work, including the rules and regulations promulgated by the Federal Occupational Safety and Health Administration.

9. **CHANGE ORDERS.** The Parties may mutually agree to changes in the scope

and/or nature of the Work through a written document signed by both Parties (“**Change Order(s)**”). All Change Orders shall a) describe in detail the change in the scope and/or the nature of the Work; b) when the Work will be performed; and, c) any reduction or increase in the Contract Price.

10. **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.*

11. **CONFLICTS.** If there is a direct or indirect conflict between the terms and conditions in the attached Exhibit A and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

12. **INDEPENDENT CONTRACTOR.** CONTRACTOR UNDERSTANDS AND AGREES: A) CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

Under penalties of perjury, Contractor certifies that 270131338 is Contractor’s correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings, or assessments under Applicable Laws.

13. **NOTICE.** Any notice required or permitted under this Agreement shall be in writing and given by hand delivery or sent by certified or registered mail, return receipt requested, to the address set forth on the signature page, or at another address previously furnished in writing to the other Party pursuant to this provision. A notice sent by certified or 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.

14. **ADDITIONAL TERMS.** This Agreement is the entire agreement between the Parties; there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement or the Work, the prevailing Party shall be awarded its reasonable attorneys’ fees, costs, and expenses, including any attorneys’ fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic

pdf, each of which shall be deemed an original and both of which shall constitute one valid and binding instrument.

**Roxborough Village Metropolitan District**, a political subdivision of the State of Colorado

By: Mark Rubic 06 / 22 / 2023  
Mark Rubic, Board President Date

Attest:

By: Travis C Jensen 06 / 22 / 2023  
Travis Jensen, Board Secretary Date

Address: Roxborough Village Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

**Patriot Pest Control, LLC**, a Colorado Limited Liability Company

By: Ronald Lynn Burden  
Ronald Lynn Burden, Member

Address: Patriot Pest Control, LLC  
110 Cantril Street  
Castle Rock, CO 80104

**EXHIBIT A**  
(Scope of Work)

**PATRIOT PEST CONTROL  
P.O.BOX372  
CASTLE ROCK CO. 80104  
720-261-5753**

Roxborough Village Metropolitan District  
C/O Clifton Larson Allen LLP  
8390 E. Crescent Parkway Suite 500  
Greenwood Village Co. 80111

Bid for Mosquito control service

Patriot Pest Control will treat the areas identified in Exhibit B on a twice per month basis. The service will also include any extra services as needed. Patriot Pest Control's service includes but is not limited to the water retention holding ponds along the green belt, the drainage gutters in the neighborhoods that surround the pond, and 7-acre lake. Patriot Pest Control will also treat the creek that flows out of the holding ponds and through the neighborhood and the small pond behind the shopping center. The treatment will be for the mosquito eggs and will be done by using Bti. The total price will be \$13,200.00 for 6 months of service to start March or April and ending September or October, and payable in the amount of \$2,000.00 per month for the first two months and \$2,300.00 per month for the remaining fourth months.

Thank you  
Ron Burden

**EXHIBIT B**

Map of Designated Pest Control Areas

