

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of September 2022 by and between ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and SPECIAL DISTRICT MANAGEMENT SERVICES, INC. (the "Company").

RECITALS

WHEREAS, the District was organized and exists pursuant to the laws of the State of Colorado to provide and operate certain public-purpose facilities and improvements for the benefit of its inhabitants and taxpayers; and

WHEREAS, the District does not currently have sufficient staff with the requisite knowledgeable to perform certain necessary functions, and requires management services in order to competently and efficiently meet its responsibilities; and

WHEREAS, the Company has the capacity and willingness to provide such services to the District;

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

ARTICLE I APPOINTMENT OF MANAGER

1. Appointment of Manager. Effective as of September 1, 2022, the District hereby retains the Company as the District Manager, and the Company hereby agrees to serve as District Manager pursuant to the terms and conditions set forth herein.

2. Independent Contractor. In performing its services as District Manager, the Company shall be an independent contractor to the District and not an employee or agent of the District.

ARTICLE II DUTIES AND AUTHORITY

1. General Limitations and Requirements. The Company shall have the authority specified in Article II, Section 2 hereof to act for and on behalf of the District. The Company shall have no rights 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 or specifically authorized or ratified by the District's Board (the "Board") as reflected in the minutes of the Board meetings. The Company shall at all times conform to the stated policies established and approved by the Board and the scope of the Company's authority shall at all times be subject to the direction of the Board and shall keep the Board informed as to all matters concerning the services it is providing. The Company shall provide the services as 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 and/or the Company. The Company 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 as provided for herein.

2. Specific Duties and Authority. The Company shall, in general, conduct or cause to be conducted the ordinary and usual business and affairs of the District in a reasonable, prudent, and professional business manner.

The Company shall report promptly to the Board any conditions, events, or other matters which in the Company's reasonable opinion require the attention of the Board.

The Company shall provide periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the Company on behalf of the District pursuant to this Agreement.

A scope of services is attached as Appendix A.

ARTICLE III
COMPENSATION

For performance of services as set forth on Appendix A, the Company's fees are billed monthly. The current rates at the time of execution of this Agreement are:

<u>District Management & Administration:</u>	
Senior Managers & Managers	\$148.00
Assistant Managers & Admin. Coordinators	
<u>Utility Billing Service:</u>	\$ 70.00
<u>Operations, Maintenance and Field Services</u>	\$ 80.00

The Company shall have the right to change these billing rates from time to time; provided, however, that the Board will be advised of any such change in the billing rates.

There will be additional charges for out-of-pocket expenses, such as postage, facsimiles, letterhead, envelopes, printing, etc.

District records delivered to the Company in paper format will be digitized at the previously disclosed rate.

A one-time fee of \$500.00 is requested to set up the District's files.

Once established, if the District chooses to become inactive, a \$600 per year inactivity fee will apply.

ARTICLE IV
DURATION, TERMINATION, AND DEFAULT

1. Term. The term of this Agreement shall commence September 1, 2022, and shall continue, unless sooner terminated in accordance with other provisions of this Agreement, until December 31, 2022, and shall automatically renew each January 1 for an additional calendar year until notice is given as provided below in Article IV, Section 2.

2. Termination.

a. The Company may terminate this Agreement at any time and for any reason by providing the District written notice of intent to terminate at least 30 days prior to the date of termination.

b. The Board may terminate this Agreement without cause upon 30 days' written notice. The Board may terminate this Agreement immediately upon the occurrence of any Event of Default (as defined below by the Company) An Event of Default shall be defined as the failure of the Company to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities, or obligations hereunder and fails to reasonably cure or remedy such failure, breach,

or default within 10 days after written notice by the District specifying the nature of such failure, breach, or default, or if such breach or default cannot reasonably be cured within 10 days, fails to commence such cure or remedy within said 10 day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion.

c. Upon notice by either the Company or Board of intent to terminate the Agreement, the Company will continue to provide services pursuant to the terms of the Agreement up to and including the date of termination. During this period, the Company shall assist the District in the transition of the Company's duties and the delivery of all documents and property of the District to a contractor or employee designated by the District, at the then current hourly billing rate, and shall be compensated for copying charges and other reasonable expenses incurred in such transition, as further provided below.

d. The Company shall retain the ability to sub-contract to an independent vendor any of the duties identified above either: (a) upon consent of the Board; or (b) in the event of an emergency. Company shall be responsible to the District for the performance of all duties performed by an independent vendor.

3. Ownership of Information and Materials. The Company shall, upon completion of its services or any sooner termination of this Agreement, and upon payment in full of all monies owed the Company, deliver to the District all written data and information generated by or for the Company in connection with the District or supplied to the Company by the District or the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, and all other documents and writing in its possession relating to its services or the District, and the District shall have the right to use the same without further compensation to the Company (collectively, the "District Documents") as requested by the District. Notwithstanding anything herein to the contrary, the Company may require the District to pay all amounts due to the Company in full prior to delivery of the District Documents, including without limitation all accrued fees and compensation due to the Company under this Agreement and all reasonable costs and expenses in organizing, duplicating and delivering or transferring the District Documents to the District. Such District and Documents shall at all times be the property of the District; provided, however, that the Company shall have the right to retain copies of such data and information as reasonably necessary for its own recordkeeping purposes.

ARTICLE V INDEMNIFICATION AND INSURANCE

1. Indemnity. The Company hereby agrees to indemnify and hold harmless the District from claims, losses, injuries, expenses and costs related to the Company's negligent, reckless, willful or wanton acts and omissions in connection with this Agreement or related to the Company's services or work hereunder, but only within the scope of its duties or authority hereunder.

2. Insurance. The Company shall maintain, in full force and effect during the term of this Agreement, liability insurance and all required insurance for its employees, including worker's compensation insurance, in conjunction with the performance of its obligations under the terms of this Agreement. Upon execution of this Agreement, the Company agrees to provide proof of such insurance to the District.

3. Limited Assumption of Liability. To the extent permitted by law, the District expressly assumes liability for all damages resulting from any act, or failure to act, of the Company while performing duties directed by the District to the Company either under this Agreement specifically or under separate direction by the Board; provided that (a) such assumption of liability by the District is limited to only those damages resulting from events which are insurable under the District's general property and liability insurance policy, and (b) such assumption of liability is further limited to the extent that recovery for such damages is subject to all limitations imposed by the Colorado Governmental Immunity Act. The District shall defend, within the limits of the above limited assumption of liability, all such suits, actions and proceedings brought under such claims and pay all costs and expenses incidental thereto. The Company shall have the right, at its expense and in its discretion, to participate in the defense of any such suit, action, or proceeding, without

relieving the District of any obligations hereunder. This provision for limited assumption of liability does not waive the defenses or limitations on damages provided for pursuant to the Colorado Governmental Immunity Act.

**ARTICLE VI
MISCELLANEOUS**

1. Assignment and Subcontracts. This Agreement is personal to the Company, and the Company shall have no right, power, or authority to assign this Agreement, or any portion hereof, without prior written consent of the District.

2. Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, or via facsimile, addressed to the applicable party at the address set forth set forth beneath such party's signature below. Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

3. Invoicing, Payment, Remedies. All amounts payable hereunder shall be due and payable in full, without offset, within thirty (30) days of invoice therefor. The Company may, in its sole discretion, elect to charge interest on amounts not paid when due hereunder at a rate of one and one-half percent (1.5%) per month thereafter, and to require District to reimburse to the Company for all reasonable costs if collecting such amounts, including reasonable attorney's fees, whether or not any suit or proceeding is required.

4. Entire Agreement; Amendment; No Third Party Beneficiaries. This Agreement sets forth the entire agreement of the parties hereto. All prior or contemporaneous discussions and agreements are merged herein, and in entering into this Agreement, neither party is not relying on any oral or written promise or representation not set forth herein. This Agreement may be amended or modified, and a party's rights hereunder may be waived, only by written agreement subscribed to by both of the parties hereto or the party waiving the applicable right. The parties specifically acknowledge and agree that there shall be no third party beneficiaries of this Agreement.

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

COMPANY:

DISTRICT:

SPECIAL DISTRICT MANAGEMENT SERVICES, INC.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

By Christel Gemski
Christel Gemski, Executive Vice-President

By Mathew Hart
Name: Mathew Hart
Title: Board President

NOTICE ADDRESS (see Article VI, Section 2):

NOTICE ADDRESS (see Article VI, Section 2):

Special District Management Services, Inc.
c/o Deborah D. McCoy, President
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228

APPENDIX A

The Company, as District Manager, shall fulfill the following duties and shall have the corresponding authority on behalf of the District:

BASIC MANAGEMENT DUTIES

1. Coordinate and attend all Board Meetings; draft agendas, minutes, and meeting notices; post in accordance with Colorado law.
2. Attend study sessions, executive sessions and special meetings of the Board as requested.
3. Maintain a business location and 24 hour availability for emergencies via answering service.
4. Maintain District's records in accordance with State laws and statutes which affect the District.
5. Perform statutory filings with the various state, county and local entities as required.
6. Assist the Board in the administration of District elections; serve as the designated Election Official for the same.
7. Track action items and keep detailed history of events related to action items assigned to all contractors, consultants and Board members.
8. Attend public forums as may be requested by the Board.
9. Resolve property owner concerns as they pertain to the District.
10. Coordinate with General Counsel.
11. Ensure timely compliance with all statutory filings.
12. Facilitate appropriate communication between the District and the property owners.
13. Review and monitor insurance coverage, evaluate risks and monitor coverages required for contractors.
14. File insurance claims and monitor status of reimbursements.
15. Distribute District information to new property owners.
16. Manage, administer, and enforce policies, rules, and regulations adopted by the Board.
17. Act as liaison to the other local governmental entities, associations, developers and builders within the community.
18. Upon request of the Board, prepare requests for proposals, solicit, evaluate and present bids for services required.
19. Maintain SIPA District website (if established).
20. SIPA Webpage design and maintenance.
21. Other duties as may be required or requested by the Board.

REGULAR OR SPECIAL ELECTIONS

1. Coordinate the conduct of regular or special elections, whether mail ballot or polling place.
2. District Manager or other staff members are trained and experienced to serve as the Designated Election Official and will perform all tasks in accordance with the Uniform Election Code and at the direction of the Board and the attorney.
3. Assist with constituent education surrounding ballot issues.

FIELD SERVICES (DISTRICT)

Oversee contracts and contractors providing service for:

1. Landscaping maintenance and upgrades.
2. Snow removal.
3. Pet waste stations.
4. Pest control services.
5. Repairs and maintenance for specific projects.
6. Process work orders for routine maintenance and repairs.

7. Perform site inspections as necessary to ensure the facilities are being properly maintained.
8. Upon request of the Board, prepare requests for proposals, solicit, evaluate and present bids for services required in connection with the facilities.
9. Oversee and follow up on all projects. Maintain communication with vendors providing services for the facilities.
10. Keep an inventory of the district property.
11. Validate work completed by contractors.
12. Provide professional locating services for the Districts non-potable system.
13. Other duties as may be required or requested by the Board.

DISCLAIMER REGARDING BILLING AND COLLECTION SERVICES: Unless specifically agreed by the Company in writing, all such billing and collection services shall be provided based on information regarding district boundaries and property ownership provided by the District or its consultants to the Company, and the District acknowledges that the Company shall have no responsibility to independently verify or confirm such information or liability for any inaccuracy in such information.

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FILE NAME	003 Services agreement SDMS.pdf
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Document History



SENT

09 / 27 / 2022

01:01:19 UTC

Sent for signature to Christel Gemski (cgemski@sdmsi.com) and Mathew Hart (mathewhart@roxboroughmetrodistrict.org) from pripko@sdmsi.com
IP: 50.78.200.153



VIEWED

09 / 27 / 2022

01:48:28 UTC

Viewed by Christel Gemski (cgemski@sdmsi.com)
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SIGNED

09 / 27 / 2022

01:48:49 UTC

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VIEWED

10 / 11 / 2022

03:07:04 UTC

Viewed by Mathew Hart
(mathewhart@roxboroughmetrodistrict.org)
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SIGNED

10 / 11 / 2022

03:11:29 UTC

Signed by Mathew Hart
(mathewhart@roxboroughmetrodistrict.org)
IP: 63.224.64.175



COMPLETED

10 / 11 / 2022

03:11:29 UTC

The document has been completed.