

**POUDRE TECH METROPOLITAN DISTRICT
WATER VALLEY METROPOLITAN DISTRICT NOS. 1 & 2**

www.poudretechmetro.org

PTMD

Martin Lind, President
May 2025
Jerry Helgeson, Vice President
May 2023
John Jensen, Secretary/Treasurer
May 2025
Marissa Donahoo, Asst. Secretary
May 2025
Justin Donahoo, Asst. Secretary
May 2023

WVMD NO. 1

John Jensen, President
May 2025
Jerry Helgeson, Vice President
May 2023
Duane Sullivan, Secretary/Treasurer
May 2025
Justin Donahoo, Asst. Secretary
May 2023
James Porth, Jr., Asst. Secretary
May 2025

WVMD NO. 2

Martin Lind, President
May 2025
Jerry Helgeson, Vice President
May 2023
John Jensen, Secretary/Treasurer
May 2025
Marissa Donahoo, Asst. Secretary
May 2025
Justin Donahoo, Asst. Secretary
May 2023

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

www.raindancemetrodistrict.org

Raindance MD No. 1

Martin Lind, President
May 2023
Justin Donahoo,
Secretary/Treasurer
May 2025
Austin Lind, Asst. Secretary
May 2025
Ryan Scallon, Asst.
Secretary
May 2025
Vacant
May 2023

Raindance MD No. 2

Martin Lind, President
May 2023
Justin Donahoo,
Secretary/Treasurer
May 2025
Austin Lind, Asst. Secretary
May 2025
Nate Kvamme
May 2023
Garrett Scallon
May 2025

Raindance MD No. 3

Martin Lind, President
May 2023
Justin Donahoo,
Secretary/Treasurer
May 2025
Alan MacGregor
May 2025
Kris Kazian
May 2023
Ryan Scallon
May 2025

Raindance MD No. 4

Martin Lind, President
May 2023
Justin Donahoo,
Secretary/Treasurer
May 2025
Austin Lind, Asst. Secretary
May 2025
Vacant
May 2025
Vacant
May 2023

NOTICE OF JOINT MEETING

via teleconference
Wednesday, December 21, 2022, at 10:00 a.m.

This meeting will be held via teleconferencing and can be joined through the directions below:

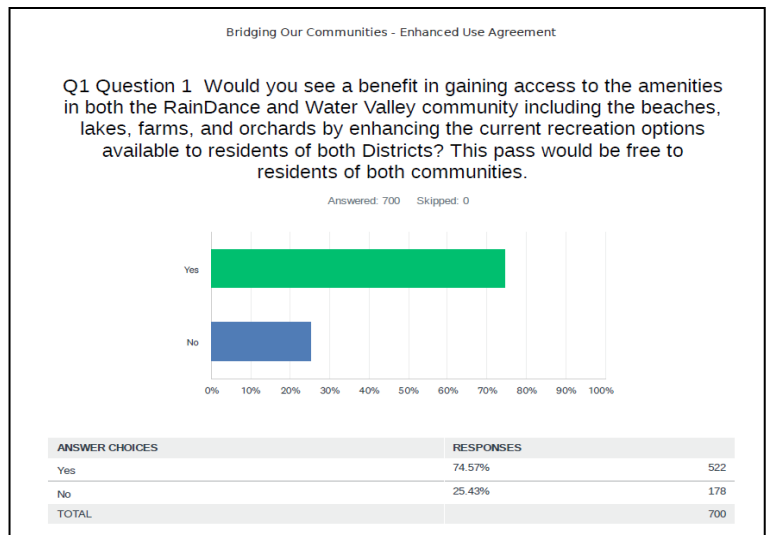
<https://us06web.zoom.us/j/82827955395?pwd=OHdNNVp5ZE1zQXRDY1BGQ09ySi9aUT09>

Meeting ID: 828 2795 5395; Passcode: 017653; Call In # 720-707-2699

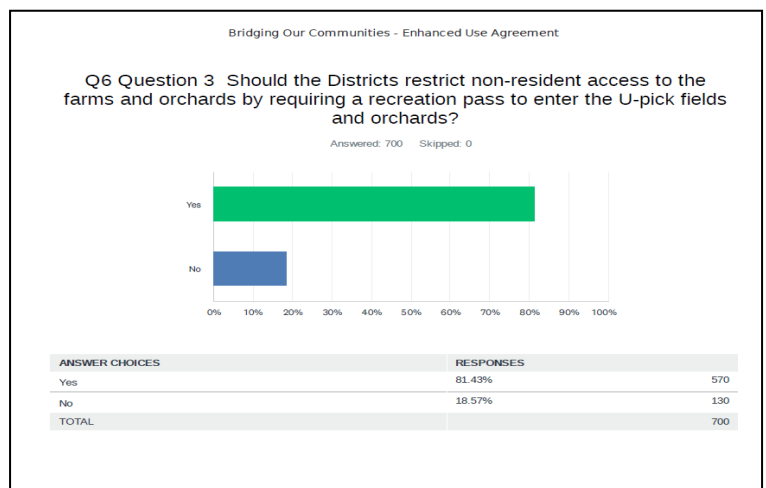
JOINT MEETING AGENDA

1. Call to Order
2. Declaration of Quorum/Director Conflict of Interest Disclosures/Affirmation of Qualifications
3. Approval of Agenda
4. Public Comment – 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.
5. Recreation Amenities Sharing
 - a. Discussion re Recreation Amenities Sharing
 - i. Review Responses to Public Survey re Recreation Amenities Sharing and Consider Recommendations from District Management (enclosure)
 - b. Consider Approval of Transaction Based Informed Consent Letter re Recreation Amenities Sharing Agreement from White Bear Ankele Tanaka & Waldron (enclosure)
6. Legal Matters – PTMD Matters
 - a. Consider Approval of Lease Agreement with Marina One, LLC for W-Club (to be distributed)
 - b. Consider Approval of Independent Contractor Agreement with Pelican Lakes, LLC for W-Club Managements Services (enclosure)
7. Other Business
8. Adjourn

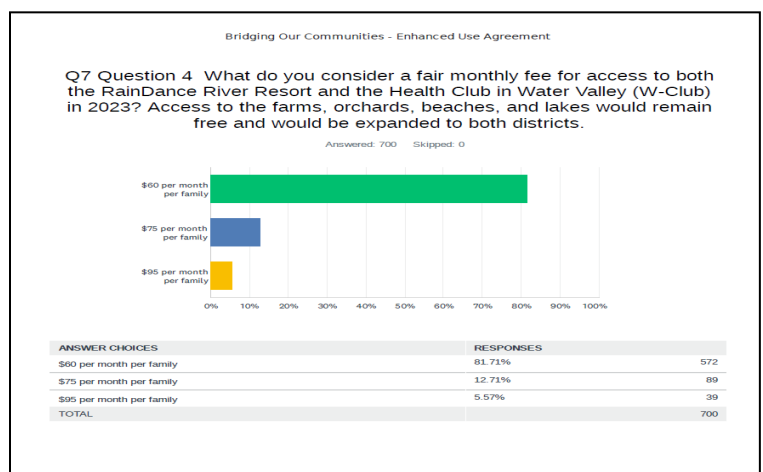
75% of the respondents see a benefit in gaining access to amenities in both Districts.



81% of respondents state that non-residents should not have access to the farms and orchards.



81% of respondents state that \$60 per month per family is a fair monthly fee. However, in the community feedback section, many people commented that one price does not fit all households. Requests for additional pricing options - see page 2.



Water Valley and RainDance Metro Districts - Amenities Sharing Discussion

The RainDance and Poudre Tech/Water Valley Metro Districts both offer a variety of amenities and recreational facilities which include access to the lakes, beaches, catch and release fishing, trails, multiple parks, sports courts, pavilions, gazebos, orchards and farm fields.

The Boards would like to discuss the merits and pitfalls of a more unified approach to managing the use of, and access to the various amenities within the two communities and discuss the opportunities of sharing and providing community members access to all amenities. We will discuss additional membership opportunities regarding access to the RainDance River Resort (RD pool) and the W-Club (health and wellness facility).

The Boards will also discuss what constraints should and can be placed on non-resident (people who live outside Raindance and Water Valley) access to these same amenities.

Proposed Membership Rates:

TIER 1 DISTRICT RECREATION PASS	FEE STRUCTURE	NOTES
RESIDENT RECREATION PASS	FREE + 2 Guests Per Pass	Lakes, Beaches, Fishing + <u>Catch and Release</u> Trails, Parks, Sports Courts, Orchards, Farms, Pavilions, Gazebos
RESIDENT RECREATION PASS + CATCH AND KEEP	+\$200/year	Lakes, Beaches, Fishing + <u>Catch and Keep</u> Trails, Parks, Sports Courts, Orchards, Farms, Pavilions, Gazebos
NON-RESIDENT RECREATION PASS	\$1,900/year	Non-Resident Annual Renewal+ <u>Catch and Release</u>
NON-RESIDENT RECREATION PASS + CATCH AND KEEP	\$2,900/year	Non-Resident Annual Renewal + <u>Catch and Keep</u>

TIER 2 WATERDANCE MEMBERSHIP	FEE STRUCTURE	NOTES
INDIVIDUAL	\$50/month - <i>Annual Commitment</i>	Tier 1 + W Club and RRR Access
HOUSEHOLD (6)	\$60/month - <i>Annual Commitment</i>	Tier 1 + W Club and RRR Access
SENIOR (6)	\$50/month - <i>Annual Commitment</i>	Tier 1 + W Club and RRR Access
RAINDANCE RIVER RESORT ONLY	\$40/month - <i>Annual Commitment</i>	Tier 1 + RRR Membership Only
MEMBER GUEST PASS	\$5 per person/per visit	W Club and RRR Access Only <i>Blackout Dates May Apply</i>
NON-MEMBER DROP IN FEE	\$10 per person/per visit	W Club and RRR Access Only <i>Blackout Dates May Apply</i>
NON-RESIDENT/NON-MEMBER WATERDANCE AMENITY DAILY FEE	\$95 per person/per visit	All Amenities Day Pass Tier 1 +W-Club/RRR/Catch and Keep



December 21, 2022

Board of Directors
Poudre Tech Metropolitan District
1625 Pelican Lakes Point, Suite 2000
Windsor, Colorado 80550

Board of Directors
RainDance Metropolitan District No. 1
1625 Pelican Lakes Point, Suite 2000
Windsor, Colorado 80550

RE: Transaction-Based Informed Consent to Representation

Dear Directors:

White Bear Ankele Tanaka & Waldron (“WBA”) currently serves as general counsel to both Poudre Tech Metropolitan District (“PTMD”) and RainDance Metropolitan District No. 1 (“RDMD,” and, together with PTMD, the “Districts”). The Districts desire to enter into an Intergovernmental Agreement which will terminate that certain Intergovernmental Agreement for Water Recreation Amenities Use dated April 25, 2019, as amended by that First Amendment to Intergovernmental Agreement dated May 21, 2020, and allow for sharing of all recreation amenities between the Raindance Community and the Water Valley Community (the “Transaction”). Due to the obligations and responsibilities addressed within the Transaction, it potentially places the Districts in adverse positions as to each other. Although the Districts are currently cooperative in regard to the Transaction and the ultimate goals associated with the same and may desire WBA to serve as continued counsel to all parties in regard to the Transaction, WBA is limited by the Rules of Professional Conflict from serving in this capacity.

Generally, it is a conflict of interest for a lawyer to represent both sides to a transaction. It is also a conflict of interest for a lawyer to represent one client in a transaction in which the other party to the transaction is also a client of the same lawyer or that lawyer’s firm in other matters. In this instance, it is permissible for the Firm to represent one but not both clients in the transaction if both clients provide informed consent, confirmed in writing by the lawyer. Informed consent is an agreement by a client to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct (Rule 1.0, CRPC).

WBA believes that this is an instance in which it can provide competent and diligent representation to PTMD, notwithstanding RDMD will be counterparty to the Transaction. If the Districts consent to this arrangement, WBA would represent PTMD in regard to the Transaction. We would recommend that the Districts consult with separate legal counsel regarding this request for consent and that RDMD hire separate legal counsel to represent their interests in the transaction. If RDMD elects not to retain separate legal counsel for the Transaction, please advise

December 21, 2022

Page 2

us accordingly. WBA would continue to serve as general counsel to each of the Districts in matters unrelated to the Transaction.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Zachary P. White

PTMD understands the conflict of interest described in this letter and provides its informed consent to WBA's continued representation of PTMD in the Transaction.

Poudre Tech Metropolitan District

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

RDMD understands the conflict of interest described in this letter and provides its informed consent to WBA's continued representation of PTMD in the Transaction.

RainDance Metropolitan District No. 1

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT
(W-CLUB MANAGEMENT AND OPERATOR SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into the 21st day of December, 2022, by and between POUFRE TECH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PELICAN LAKES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the District leases a health club commonly known as the W-Club and desires to engage Contractor to manage and operate the W-Club; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other contractors performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms

in the body of this Agreement shall govern. Contractor shall have no right 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 (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement.

The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. NOT USED.

7. COMPENSATION. Compensation for the Services provided under this Agreement shall be in accordance with the compensation terms attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report,

for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for

employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be

written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial

transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnites**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnites arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in

connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor

thirty (30) days prior written notice. Either Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Poudre Tech Metropolitan District

1625 Pelican Lakes Point, Suite 201
Windsor, Colorado 80550
Attention: Gary Kerr, General Manager
Phone: 970-686-5828
Email: gkerr@watervalley.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: Zachary P. White
Phone: (303) 858-1800
E-mail: zwhite@wbapc.com

Contractor: Pelican Lakes, LLC
1625 Pelican Lakes Point, Suite 201
Windsor, Colorado 80550
Attention: Gary Kerr, General Manager
Phone: 970-686-5828
Email: gkerr@watervalley.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
POUDRE TECH METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

President

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
PELICAN LAKES, LLC, a Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, as the _____ of Pelican Lakes, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

1. Statement of Intent and Purpose

Pelican Lakes expressed purpose is to manage, maintain properly and effectively the District's health club equipment, instructor led classes, personal training sessions, memberships, day care, and massage therapy services to provide a safe, clean, and friendly environment conducive to the enjoyment of its members and guests. It is Pelican Lakes' serious and sincere intent to provide quality and honest services based on a willingness to communicate and coordinate effectively, precisely, and positively with the entities we contract with, including their agents, governing boards or other persons involved in the process of the facility. It is Pelican Lakes overall intent to act in an ethically and legally upstanding manner. Further it is Pelican Lakes intent to meet or exceed any city, state and federal regulation, to adhere to industry standards, and to meet or exceed the expectations of our clients.

2. Classes

A. Number of Instructors

Pelican Lakes intent is to provide 10-20 instructors for fitness classes. Our purpose is to provide weekly scheduled classes/instruction that promote health and fitness benefits to our membership. This includes a focus on strength, cardio, flexibility and mobility in a positive, encouraging and high energy environment. Our instructors provide programs for all ages and all fitness levels, even within the same class.

B. Number of Classes Monthly

Pelican Lakes intends to provide 35-45 classes per month. It is our expectation to provide classes at times and days our membership desires while being mindful of attendance, space, and cost. We will establish meaningful classes that members want to attend, staying nimble and flexible with scheduling and content. We encourage instructors to develop new and innovative classes, while maintaining a safe environment for members.

C. Space Requirements

Classes are conducted in the Group Ex Room (1st floor), the Barre Room (2nd floor), the Spin Studio (2nd floor) and the G-NAT Area (2nd floor) It is our goal to use dedicated class spaces while not disrupting other members working out in other areas of the gym. Spaces and equipment dedicated to classes are available to general membership when no classes are provided.

3. Personal Training

A. Number of Trainers

Pelican Lakes will provide 2-6 Certified Personal Trainers. Our personal training program is meant to provide high quality training from health and fitness professionals possessing knowledge, skills, and abilities for safe and effective exercise and fitness program design for all ages, fitness levels and fitness goals. We will provide safe, effective, fun and interesting workouts to all training

clients. Training programs will be varied and progressive and geared towards improving the clients health and wellness.

B. Number of Sessions Monthly

Personal training sessions vary while 10/30 to 11/30 showed 96 sessions. It is our goal to provide both the opportunity and the option of personal training to those that want it and to educate the membership on the benefits of personal training. The gyms capacity for personal training is affected by the amount of space that can be used without interfering with the general membership. Staffing can grow based on the number of clients, the type of training requested, the expertise needed and the effectiveness of current staff.

4. **Massage**

A. Number of Therapists – 1-5. Pelican Lakes will provide this service as many days and times as are needed to serve the membership base.

B. Number of Sessions Monthly – Limited hours of operations and sessions offered. Operations will be based on customer demand and managed to business levels. Services are open to the public.

5. **Childcare (JV Club)**

A. Age range – 6 months old to 11 years old.

B. Number attendants – currently 4

C. Times offered – Current - M,W,F 8:30-10:30 - Operations will be based on customer demand and managed to business levels. Available to members only.

6. **Space Use / Lease**

A. Outside Business training

B. Outside organizations practice (Eagles Chick)

C. Outside Business Zoom meetings

7. **Pool Maintenance for the Season**

A. Pool:

1. Check and maintain proper water chemistry balance on a daily basis.
2. Check aggressively maintain proper pool sanitizer levels at all times.
3. Maintain clarity and quality by any means deemed necessary.

4. Super chlorinate as necessary to prevent build-up of algae, chloramines and maintain a proper free chlorine residual.
5. Scrub tile line as necessary.
6. Brush and vacuum pool(s) as necessary.
7. Maintain proper water level.
8. Empty skimmer baskets and check and adjust skimmers and inlets for proper flow and circulation patterns.
9. Check pool accessories for needed repairs or safety concerns.

B. Pool Equipment:

1. Check water temperature and adjust heater as necessary.
2. Check filter pressure and backwash or clean cartridges as necessary.
3. Clean pump baskets and maintain pump lid sealing surfaces.
4. Recharge chemical feeder(s).
5. Keep chemical feeders clean and in good working order.
6. Check all pool equipment for proper operation and adjust or repair as necessary.
7. Advise contact person of problems, needed repairs, or safety concerns.
8. Keep equipment room clean and organized and chemical properly stored and handled.

C. Pool Facilities: Pelican Lakes will provide, at the District's expense, any first aid equipment and supplies, cleaning supplies, toiletries, trash bags, hoses, office equipment, pool supplies, etc. that Pelican Lakes may require to carry out its agreed upon duties in regard to the pool facility. These types of purchase are not included in the Agreement price and the District will be billed separately for those items at the same cost as Pelican Lakes incurred. Pelican Lakes will notify the pool contract person of their intent to purchase supplies before doing so.

D. Documentation: All of the above maintenance procedures will be documented as to date, time, and task performed, by whom, etc. Chemical testing and application documentation will further include the test performed, the result, the application of what product (if necessary), and in what quantity. The District may witness these documents upon request.

8. Equipment Services / Repairs

Health club and exercise equipment repair services will be billed on a time and materials or verbal or written estimate basis and will be executed under the terms of a separate agreement. Recognizing that it is in the best interest of everyone to expedite the inevitable repairs, to prevent extended and unnecessary down-time, the parties agree to fully cooperate with each other in a timely manner regarding the notification and approval process for any needed repairs or safety considerations. Pelican Lakes will give immediate notification of needed repairs to a contact person. If the repair, in Pelican Lake's judgement, needs immediate attention and the repair is

under approximately \$1500.00 and the contact person cannot be reached, Pelican Lakes is authorized to proceed with the repair. If the repair is judged to be over \$1500.00 and Pelican Lakes cannot connect with the contact person, Pelican Lakes will wait for approval. At that point it is the responsibility of both Pelican Lakes and the contact person to connect as soon as possible. When contact is made, Pelican Lakes will provide a diagnosis, remedy, and approximate cost. The contact can then decide based on the immediacy of the situation, or upon other criteria, whether to provide verbal approval at that point or request a written estimate from Pelican Lakes. It is understood by the District that equipment failures etc. may require closure of the failed equipment until the problem can be remedied. Upon Pelican Lake's advice and direction, the District may wish to purchase certain spare parts or equipment that would ensure uninterrupted operation in case of failure.

9. Hours of Operations

A. Monday – Friday

5:00 am – 10:00 pm

B. Saturday and Sunday

6:00 am – 8:00 pm

C. Closures

Thanksgiving Day

Christmas Eve and Day

New Year's Eve Close 4pm

New Year's Day

Pool – will have a scheduled closure for a week in each calendar year for a deep cleaning.

Website / Marketing Management

Memberships Processing / Billing / Management

Front Desk / Check in - out

Compensation: As compensation for the Service provided pursuant to this Agreement, the District shall reimburse Contractor for all expenses incurred in providing the Services, plus ten-percent (10%). Contractor shall provide with each invoice proof of all related expenses, including direct and indirect costs.

EXHIBIT B
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT B-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

PELICAN LAKES, L.L.C.

is a

Limited Liability Company

formed or registered on 04/08/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971055720 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/15/2022 that have been posted, and by documents delivered to this office electronically through 12/19/2022 @ 08:14:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/19/2022 @ 08:14:54 in accordance with applicable law. This certificate is assigned Confirmation Number 14544660 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."