

AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is entered into and effective this 9th day of November, 2023 by and between SPRING MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and THE CUTTING EDGE LANDSCAPING, INC., a Colorado corporation (“Contractor”).

1. The work or services to be provided by the Contractor to the District are generally as follows: tree fertilization and tree maintenance services, as further described in **Exhibit A**, attached hereto and incorporated herein (the “Work”). The Work shall be rendered in a timely manner or as specified in the description of the Work. The term of this Agreement shall run through the completion of the Work unless otherwise terminated by the District as provided herein.
2. The total compensation due for the Work provided by Contractor shall be pursuant to **Exhibit A**. Contractor shall submit to the District by the first of each month detailed invoices of the Work performed and direct costs presented for reimbursement. Work performed in excess of the compensation amount above shall only be performed upon written authorization of authorized District personnel or the District’s Board of Directors.
3. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **The District will not withhold any taxes or other amounts from any compensation paid to Contractor. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of Contractor. Contractor is not entitled to Worker’s Compensation benefits or unemployment insurance benefits.**
4. The Contractor shall indemnify, defend and hold harmless the District, its members, directors, officials and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the Contractor or Contractor’s sub-contractors and/or employees. The obligations of this indemnification shall survive termination of this Agreement.
5. Contractor shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Proof of such insurance coverage shall be presented to the District prior to the performance of the Work. Nothing herein shall be deemed a waiver of immunity under § 24-10-101, *et seq.*, C.R.S.
6. The District may terminate this Agreement not-for-cause, in whole or in part, by delivering written notice of termination to Contractor specifying the extent and timing of such termination. The District shall pay Contractor for Work performed and materials actually provided to the District prior to such notice.
7. The Contractor shall be informed of and comply with all federal, state and local laws, ordinances and regulations and any applicable rules and regulations of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SPRING MESA METROPOLITAN DISTRICT

DocuSigned by:
Jo Gentry
1F13BD1E98C4AE
By: _____

THE CUTTING EDGE LANDSCAPING, INC.

By: Jeff Player
President

EXHIBIT A

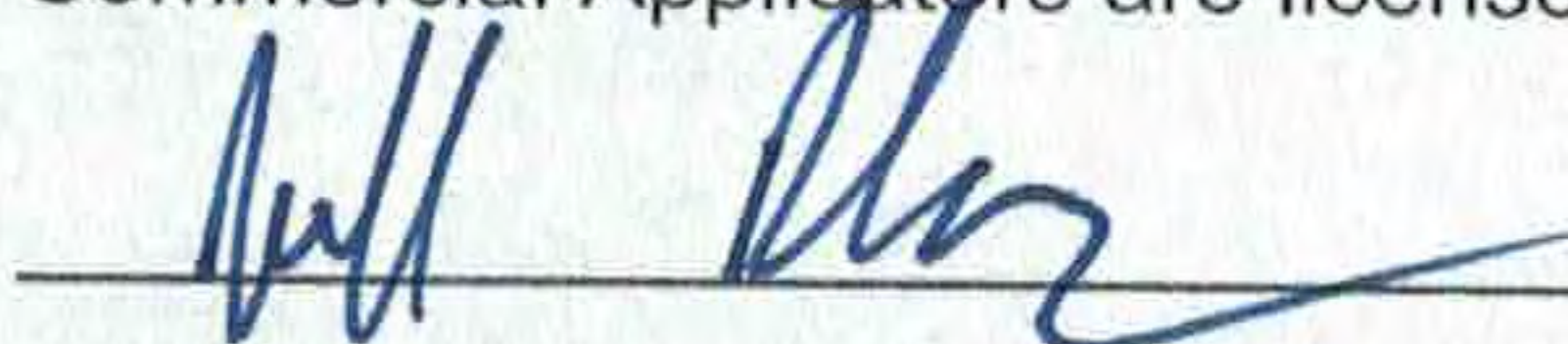
The Cutting Edge Landscaping, Inc.
PO Box 1688
Arvada, CO 80001
303-999-7058
jeff.thecuttingedge@gmail.com

Spring Mesa Metro District
C/O Lisa Johnson
8390 E. Crescent Pkwy, Ste. 300
Greenwood Village, CO 80111

2024 Tree Contract

	<u># Applications</u>	<u>Cost</u>	<u>Total</u>
Early application for ash borer, Ips beetle, pitch pine borer, locust borer, scale and spruce beetle and cooly spruce gall, Shrubs included	1	\$ 2,142.00	\$ 2,142.00
Mid season insect and disease control will be for aphids, mites, leaf roller and all chewing and sucking insects, deciduous and shrubs included	1	\$ 1,880.00	\$ 1,880.00
Transfilm for Pines & Scale Control	1	\$ 1,140.00	\$ 1,140.00
Deep Root Feeding / Trees	2	\$ 1,880.00	\$ 3,760.00
Total			\$ 8,922.00

Commercial Applicators are licensed by the Colorado Department of Agriculture

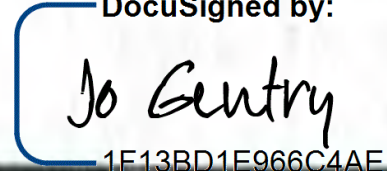
 _____ Date: 11/20/23

Thank you,
Jeff Player
President

Accepted By: _____

Title: _____

Date: _____

DocuSigned by:

1E13BD1E066C4AE

President

11/20/2023

The Cutting Edge Landscaping, Inc.
PO Box 1688
Arvada, CO 80001
303-999-7058
jeff.thecuttingedge@gmail.com

Spring Mesa Metro District
C/O Lisa Johnson
8390 E. Crescent Pkwy, Ste. 300
Greenwood Village, CO 80111

2023-24 Winter watering of trees

	<u># Applications</u>	<u>Cost</u>	<u>Total</u>
Winter Watering of trees: Price is per application, we recommend watering monthly during dry winter months.	1	\$ 1,230.00	\$ 1,230.00
Watering will take place only after approval.			\$ -
			\$ -
			\$ -
Total			\$ 1,230.00

Commercial Applicators are licensed by the Colorado Department of Agriculture

Jeff Player Date: 11/20/23

Thank you,
Jeff Player
President

Accepted By:

Title:

Date:

DocuSigned by:
Jo Entry
1E13BD1E086C1AE

President

11/20/2023

EXHIBIT B

CONTRACTOR'S INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$500,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate. Such comprehensive general liability insurance shall include cyber liability coverage.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.

Certificate Of Completion

Envelope Id: A992159AB3A54D2C9E29FCD77DDFDEFD	Status: Completed
Subject: Complete with DocuSign: SMMD - 2024 Cutting Edge Tree Services Agreement - Partially Executed.pdf	
Client Name: Spring Mesa MD	
Client Number: A378382	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Natalie Herschberg
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Natalie.Herschberg@claconnect.com
	IP Address: 98.97.153.10

Record Tracking

Status: Original	Holder: Natalie Herschberg	Location: DocuSign
11/20/2023 3:18:02 PM	Natalie.Herschberg@claconnect.com	

Signer Events

Jo Gentry
 jettag1950@gmail.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 1F13BD1E966C4AE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.130.7.247

Timestamp

Sent: 11/20/2023 3:21:59 PM
 Viewed: 11/20/2023 3:30:53 PM
 Signed: 11/20/2023 3:31:45 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/20/2023 3:30:53 PM
 ID: 6ac9be57-140c-4cc8-a9f3-ef84ad4bb045

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Records Team
 sdrecordsretention@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/20/2023 3:21:59 PM
 Viewed: 11/22/2023 8:27:49 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/5/2023 9:27:44 AM
 ID: 2eeab7cf-9041-488d-bed0-8baedf289723

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	11/20/2023 3:22:00 PM
Certified Delivered	Security Checked	11/20/2023 3:30:53 PM
Signing Complete	Security Checked	11/20/2023 3:31:45 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/20/2023 3:31:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.