**REAL ESTATE CONSULTING AGREEMENT**
**WITH GRANT STREET VENTURES, LLC**

THIS REAL ESTATE CONSULTING AGREEMENT (the "Agreement") is entered into to become effective as of the 31 day of August 2009 by and between the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado (the "District") and GRANT STREET VENTURES, LLC, a Colorado limited liability company (the "Consultant"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., for the purpose of the provision of certain public improvements, facilities and services, to and for the use and benefit of its inhabitants and taxpayers; and

WHEREAS, the Board of Directors of the District (the "Board") is granted certain powers to assist in the carrying out of the purposes of the District; and

WHEREAS, included among the Board's powers, pursuant to C.R.S. § 32-1-1001, is the power to enter into contracts and agreements affecting the affairs of the District; to manage, control and supervise the business and affairs of the District; and to appoint, hire and retain agents, consultants, employees and contractors; and

WHEREAS, the District desires to design and construct a trail system (the "Cherry Creek Alternative Regional Trail" or " CCART") through various property owned the following entities: Arapahoe County, Southcreek Master Homeowners Association, Inc., Southcreek Paired Units Subassociation, Inc., Southcreek Townhome Subassociation, Inc. and the Vermilion Creek Condominiums, LLC; and

WHEREAS, the CCART will allow for connectivity to and from existing trail systems to the north and south; and

WHEREAS, to effectively implement its functions, the District has determined that it will requre certain consulting services, including defining a scope of work for the CCART project, construction management and coordination amongst the consultants, contractors, Arapahoe County, City of Centennial, Southeast Metro Storm Water Authority, the District and any other related parties to the Project; and

WHEREAS, the Consultant has represented that it has the professional experience, skill and resources to perform the Services, as defined herein; and

WHEREAS, the District desires to engage the Consultant to perform the Services; and

WHEREAS, the Parties desire to set forth their understanding with respect to the Services under this Agreement.



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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

## TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Consultant shall perform the following services in accordance with standard practices in the State of Colorado and County of Arapahoe and shall use trained and properly supervised personnel in performing such services (the "Services"):

A. Attend site visit with District and other consultants.

B. Attend initial meeting(s) with Arapahoe County to define issues and determine scope of entitlement process.

C. Attend initial meeting(s) with other District consultants including but not limited to Valerian, LLC and Mulhern MRE to define roles and responsibilities for entitlement process.

D. Deliver to District recommendations regarding the entitlement and construction process including but not limited to Arapahoe County requirements, scheduling, bidding and contractor selection.

E. Advise the District to consult other experts on matters which are beyond the expertise of the Consultant.

F. The Consultant will not provide the following as part of the Services under this Agreement:

i. legal or tax advice; or
ii. Preparation of legal documents.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate upon the earlier of Consultants completion of the Scope of Services defined above, or October 31, 2009, whichever comes first.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. Compensation for the Services, including reimbursable expenses, provided under this Agreement shall be based upon a rate of $120 per hour; not to exceed a total of $1,200 without prior written consent from the District. Direct reimbursable expenses of the Consultant, such as reproduction, telephone, postage and messenger services shall be billed at cost. Mileage shall be billed at the rate allowed under rules and regulations promulgated pursuant to the Internal Revenue Code or as adjusted by mutual agreement of the Parties. Without the prior written consent of the District, the Consultant shall not be paid any professional fees, compensation

or expenses in excess of the amount authorized for the Services without the prior written approval of the District. If the Consultant performs any additional services prior to or without receiving a written request from the District, the Consultant shall not be entitled to any compensation for such additional services.

B. Invoices. The Consultant and the District acknowledge that there may be a reasonable lag time between receipt of the Consultant's invoice and subsequent payment due to the schedule of District meetings and the processing of the invoices for Board approval. The Consultant shall submit invoices to the District, no more often than monthly during the term of this Agreement on or before the tenth ($10^{th}$) day of each month prior to the next regularly scheduled Board meeting, which shall include as supporting documentation:

i. A progress narrative describing the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period, if requested by the District; and

ii. An itemized statement of the Services performed, including documentation of the hourly time records of the Consultants personnel and billings from sub-consultants, if any; and

iii. A Certification by the Consultant that the Consultant is current with payment to all sub-consultants and employees through the date of the invoice and, if not current, a description of the non-current items and the reasons for such; and

iv. Any other reasonable information required by the District to process payment for an invoice.

C. Invoice Review. The Board, or such approved designee, shall review the submitted invoice information at or prior to the next regularly scheduled Board meeting and shall, within fifteen (15) days of such Board meeting, inform the Consultant of any disagreement with the amount invoiced or any portion of the invoice which is unsatisfactory. Approval of any invoice may be withheld in the amount which remains incorrect or for those portions which are unsatisfactory. The Consultant may re-submit an invoice for payment which does not include those items disputed or unsatisfactory. If the invoice is approved by the Board, the District shall promptly compensate the Consultant for the approved amount within thirty (30) days of approval.

4. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Consultant's employees. Neither the Consultant nor any of its employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The Consultant has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. The employees who assist the Consultant in the performance of the Services shall at all times be

under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries and other amounts due its employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control its employees. The Consultant has sole authority and responsibility as principal for its agents, employees and all others it hires to perform or assist in performing the Services, if any. **The Consultant is not entitled to worker's compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement**.

5. SUBCONTRACTORS. It is the intent of the Parties for the District to contract directly with any subcontractors related to the Contract; however, in the event the Consultant retains any subcontractors, the Consultant shall comply with the following provision:

> The Consultant is solely and fully responsible to the District for the performance of all Services under this Agreement, whether performed by the Consultant or a subcontractor engaged by the Consultant. Use of any subcontractor by the Consultant shall be pre-approved in writing by the District. To obtain such approval, the Consultant shall submit the name of the subcontractor, together with resume(s) of training and experience in work of like character and magnitude as the Services to be subcontracted, to the District. The Consultant agrees that each and every agreement of the Consultant with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the District harmless for the negligent or tortious acts of the subcontractor. The Consultant further agrees that any such subcontract shall be terminable not-for-cause and that, unless directed otherwise by the District, the Consultant shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any of the Services, a subcontractor shall provide evidence of insurance coverage to the District as provided in Paragraph 8. The Consultant further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement.

6. GENERAL PERFORMANCE STANDARDS.

A. The Consultant 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 Consultant's performance of the Services does not meet this standard, the Consultant shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

B. The Services of the Consultant shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by Consultant is delayed due to factors beyond the Consultant's reasonable control, or if conditions of the scope or type of services are expected to change, Consultant shall give timely notice to the District of such a delay or change and receive an equitable adjustment of compensation, as negotiated between the Parties.

C. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes.

D. All Services shall be performed in compliance with all applicable state, local and federal laws, statutes, codes, ordinances, executive orders and rules and regulations in effect when the Services are complete.

E. The responsibilities and obligations of the Consultant 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.

G. Acceptance of the Services or any documents performed or prepared by the Consultant by the District shall not relieve the Consultant of any responsibility for deficiencies, omissions or errors in said Services or documents.

H. The District shall provide the Consultant with all known information, conditions, standards, criteria, and objectives which affect the Services and the Consultant shall be able to rely upon such information. The District shall provide the Consultant with reasonable access to any work sites necessary for completion of the Services, as the District is authorized to do so under applicable law.

7. TERMINATION. The District may terminate this Agreement not-for-cause in whole or in part, by delivering to Consultant a written notice of such termination specifying the extent of termination and the effective date, not less than ten (10) days after the date of notice. If this Agreement is terminated, the Consultant shall be paid for Services satisfactorily performed prior to the designated termination date, including direct reimbursable expenses due. Unless directed otherwise by the District, the Consultant shall immediately terminate all subcontracts to the extent they relate to the Services terminated.

Either Party may terminate this Agreement for cause by giving notice to the other Party, specifying the default, which default may include but is not limited to, a failure by the District to pay the sums due to Consultant in accordance with this Agreement for a period of ninety (90) days and a failure by the Consultant to substantially perform its obligations under this Agreement in a timely manner. The Party receiving the notice shall cease all performance under this Agreement immediately upon receipt of the notice. Such notice shall provide that if the default is not cured within ten (10) days or otherwise resolved in writing by the Parties, the Party providing notice may declare the Agreement terminated. If this Agreement is terminated, the Consultant shall be paid for Services satisfactorily performed prior to the designated termination date, including direct reimbursable expenses due. Unless directed otherwise by the District, the Consultant shall immediately terminate all subcontracts to the extent they relate to the Services terminated.

8. CONSULTANT'S INSURANCE.

A. The Consultant shall acquire and maintain throughout the entire term of this Agreement, including any extensions of the term, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage and automobile liability insurance coverage in the minimum amounts set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Any policy of insurance obtained to comply with this Paragraph shall provide that the District shall receive thirty (30) days' written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under this Agreement. With the exception of automobile liability insurance, a waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided. All coverages provided pursuant to this Paragraph shall be primary 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 coverages, information or representations contained herein.

B. Prior to commencing any work under this Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the policies required by this Paragraph, as well as the amounts of coverage for the respective types of coverage. If the Consultant 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 Consultant. If the coverage required under this Paragraph expires during the term of this Agreement, the Consultant or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

9. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the District and its directors, officers, contractors, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorneys' fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity to the extent arising out of or connected with the performance of this Agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of the Consultant or its employees, officers and agents; except to the extent that such injury, death or damage is occasioned by the sole negligence or willful misconduct of the District or its contractors or their respective employees, officers and agents.

This indemnity clause shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Consultant to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including, but not limited to, all plans, drawings, specifications, reports, electronic files and other documents, in whatever form ("Work Product"), shall become, upon payment by the District consistent with this Agreement, the property of the District under all circumstances, whether or not the Services are completed. The District agrees not to alter the Work Product and not to use the Work Product for any purpose other than that intended by this Agreement. All other Work Product shall be provided to the District upon request. The Consultant shall maintain copies on file of any such Work Product involved in the Services for five (5) years, shall make them available for the District's use and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the five (5) years during which the Consultant must retain copies of all Work Product involved in the Services, the District may obtain copies of the Work Product by paying printing or reproduction costs as set forth above.

11. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to either Party, by the other Party, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the District to whom it is addressed or in lieu of such personal services, upon receipt in the United States' mail, first-class postage prepaid, addressed to the following:

To the District:

Parker Jordan Metropolitan District
c/o RS Wells, LLC
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Attn: Bob Blodgett, Manager

With a copy to:

Miller Rosenbluth, LLC
700 17th Street, Suite 2200
Denver, Colorado 80202
Attn: Dianne D. Miller, Esq.

To Consultant:

Grant Street Ventures, LLC
9145 East Kenyon Avenue, Suite 320
Denver, Colorado 80237
Attn: Daniel R. Sheldon, Principal

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph.

12. 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.

13. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

14. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

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

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Project and sets forth the rights, duties and obligations of each Party 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 the Parties.

17. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

18. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.



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

20. DISPUTE RESOLUTION. The Parties agree that all claims, disputes or controversies arising between the Parties which relate in any way to this Agreement, which are not otherwise resolved by the Parties, shall be brought in the District Court in and for Arapahoe County, State of Colorado, and that venue for all such actions shall lie only in Arapahoe County, State of Colorado. 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 Consultant 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. In the event of any litigation between the District and the Consultant to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each Party shall pay its own costs and fees for litigation. At the District's request, the Consultant 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. Consultant 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 Consultant's Services in a timely manner.

21 NON-DISCRIMINATION. The Consultant agrees that it will not hire, refuse to hire, discharge, promote or demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, age, national origin, gender, military status, sexual orientation, marital status or physical or mental disability and that it will make the same requirement of any subcontractor with whom it contracts and that such statement will be included in any such subcontract.

22. DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Consultant expressly understands and agrees that the District's obligations hereunder 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, Sections 1, 2 or 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, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of District funds.

23. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S., as amended from time to time.

24. UNDOCUMENTED WORKERS.

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien to perform under the Agreement. The Consultant represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

B. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

i. Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

ii. Enter into a contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

C. The Consultant represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Consultant is not accepted into the E-Verify Program prior to entering into this Agreement the Consultant shall apply to participate in the E-Verify Program every three (3) months until the Consultant is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Consultant shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

E. If the Consultant obtains actual knowledge that a sub-consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

i. Notify the sub-consultant and the District within three (3) days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

ii. Terminate the sub-contract with the sub-consultant if, within three

(3) days of receiving the notice required pursuant to sub-paragraph (a) above, the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three (3) days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

G. If the Consultant violates any provision of this Agreement or §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

25. <u>COUNTERPART EXECUTION</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. <u>AMENDMENT 54 COMPLIANCE</u>. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Consultant shall contractually agree, for the duration of this Agreement and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Consultant or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

Further, on or after December 31, 2008, and to the extent required by law, the Consultant shall comply with article XXVIII, Sections 15 through 17 of the Colorado Constitution (also known as Amendment 54) as they may apply to the Consultant. The language of applicable sections is as follows:

**Section 15**: Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

**Section 16**: To aid in enforcement of this measure concerning sole source contracts, the executive director of the department of personnel shall promptly publish and maintain a summary of each sole source government contract issued. Any contract holder of a sole

source government contract shall promptly prepare and deliver to the executive director of the department of personnel a true and correct "Government Contract Summary," in digital format as prescribed by that office, which shall identify the names and addresses of the contract holders and all other parties to the government contract, briefly describe the nature of the contract and goods or services performed, disclose the start and end date of the contract, disclose the contract's estimated amount or rate of payment, disclose the sources of payment, and disclose other information as determined by the executive director of the department of personnel which is not in violation of federal law, trade secrets or intellectual property rights. The executive director of the department of personnel is hereby given authority to promulgate rules to facilitate this section.

**Section 17**: (1) Every sole source government contract by the state or any of its political subdivisions shall incorporate article XXVIII, section 15, into the contract. Any person who intentionally accepts contributions on behalf of a candidate committee, political committee, small donor committee, political party, or other entity, in violation of section 15 has engaged in corrupt misconduct and shall pay restitution to the general treasury of the contracting governmental entity to compensate the governmental entity for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary. If a person responsible for the bookkeeping of an entity that has a sole source contract with a governmental entity, or if a person acting on behalf of the governmental entity, obtains knowledge of a contribution made or accepted in violation of section 15, and that person intentionally fails to notify the secretary of state or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable in an amount up to the above restitution.

(2) Any person who makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

(3) The parties shall agree that if a contract holder intentionally violates section 15 or section 17 (2), as contractual damages that contract holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years. The governor may temporarily suspend any remedy under this section during a declared state of emergency.

(4) Knowing violation of section 15 or section 17 (2) by an elected or appointed official is grounds for removal from office and disqualification to hold any office of honor, trust or profit in the state, and shall constitute misconduct or malfeasance.

(5) A registered voter of the state may enforce section 15 or section 17 (2) by filing a complaint for injunctive or declaratory relief or for civil damages and remedies, if appropriate, in the district court.

Definitions regarding article XXVIII can be found in Section 2, including:

(4.5) "Contract holder" means any non-governmental party to a sole source government contract, including persons that control ten percent or more shares or interest in that party; or that party's officers, directors or trustees; or, in the case of collective bargaining agreements, the labor organization and any political committees created or controlled by the labor organization;

(8.5) "Immediate family member" means any spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner;

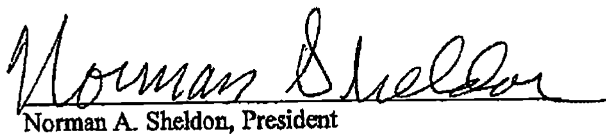
(14.4) "Sole source government contract" means any government contract that does not use a public and competitive bidding process soliciting at least three bids prior to awarding the contract. This provision applies only to government contracts awarded by the state or any of its political subdivisions for amounts greater than one hundred thousand dollars indexed for inflation per the United States bureau of labor statistics consumer price index for Denver-Boulder-Greeley after the year 2012, adjusted every four years, beginning January 1, 2012, to the nearest lowest twenty five dollars. This amount is cumulative and includes all sole source government contracts with any and all governmental entities involving the contract holder during a calendar year. A sole source government contract includes collective bargaining agreements with a labor organization representing employees, but not employment contracts with individual employees. Collective bargaining agreements qualify as sole source government contracts if the contract confers an exclusive representative status to bind all employees to accept the terms and conditions of the contract;

(14.6) "State or any of its political subdivisions" means the state of Colorado and its agencies or departments, as well as the political subdivisions within this state including counties, municipalities, school districts, special districts, and any public or quasi-public body that receives a majority of its funding from the taxpayers of the state of Colorado.

***[Remainder of page intentionally left blank].***

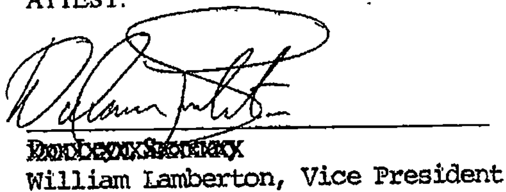
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PARKER JORDAN METROPOLITAN DISTRICT



Norman A. Sheldon, President

ATTEST:



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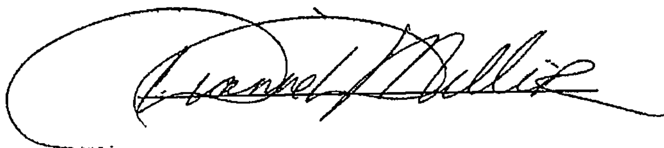
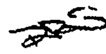
William Lamberton, Vice President

APPROVED AS TO FORM
MILLER ROSENBLUTH, LLC
General Counsel to the District





GRANT STREET VENTURES, LLC, a Colorado limited liability company

Daniel R. Sheldon, Principal

STATE OF COLORADO )
) ss
COUNTY OF Denver )

Subscribed and sworn to before me on this 26th day of August 2009, by Daniel R. Sheldon as Principal of Grant Street Ventures, LLC, a Colorado limited liability company.

[SEAL]

Notary Public

My commission expires 3-15-2013

**EXHIBIT A**

Insurance Requirements

1. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.

2. Commercial general liability insurance in the amount of $1,000,000.00 combined single limit bodily injury and property damage, each occurrence; $2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. blanket 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
   i. care, custody and control coverage.

3. Automobile liability insurance in amounts that meet or exceed the Colorado automobile insurance minimum requirements.

4. Professional liability coverage in the amount of $1,000,000.00 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractor in the performance of this Agreement.

5. All coverages specified above, with the exception of commercial automobile liability insurance, shall waive any right of subrogation against the District and its directors, officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."