



Heather Gardens

METROPOLITAN DISTRICT

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: NOVEMBER 21, 2024

MOTION NUMBER: 2024-11-21-2

MOTION: APPROVE APPOINTMENT OF DISTRICT CUSTODIAN

I move that the Heather Gardens Metropolitan District Board of Directors approve the attached resolution naming CRS of Colorado as the custodian of its public records and revise its contract to include such duties as well as assume the duties which were to begin in 2025 to begin as soon as practicable.

ECONOMIC COST TO THE DISTRICT: Included in current contract
APPROPRIATED BY: Operating Expense - Accounting

Motion by: Daniel Taylor

Second by: Forrest McClure

Rationale: The District Manager, Jon Rea and his successors, were designated as the custodian for District records on June 17, 2021. HGA deleted governing documents from the HGA website and refused to make public records including Zoom recordings available to the District and the public. The District established its own website for access and the safeguarding of public records. However, since the District has no offices, it needs a safe location to store original paper records. Additionally, the District contracted with CRS of Colorado to perform preparatory accounting services during 2024 and full accounting services in 2025. Due to the lack of financial reports since July and the receipt of 2024 invoices, CRS has begun performing more extensive accounting services sooner than anticipated.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Eloise Laubach		<input checked="" type="checkbox"/>
Forrest McClure	<input checked="" type="checkbox"/>	
Robin O'Meara	<input checked="" type="checkbox"/>	
Daniel Taylor	<input checked="" type="checkbox"/>	
Steve Stratton	<input checked="" type="checkbox"/>	
Total	4	

Yes	No

The secondary motion ~~does~~^{or} does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Robin O'Meara

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel Taylor

Daniel J. Taylor, President
HGMD Board of Directors

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
HEATHER GARDENS METROPOLITAN DISTRICT**

**A Resolution Designating an Official Custodian and a Custodian for Purposes of the Colorado
Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.**

At a regular meeting of the Board of Directors of the Heather Gardens Metropolitan District, City of Aurora, Arapahoe County, Colorado, held at 1:00 P.M., on Thursday, November 21, 2024, at 2888 S. Heather Gardens Way, Aurora, Colorado 80014, via video and telephone conference at <https://us06web.zoom.us/j/87241732625> Meeting ID: 872 4173 2625 Passcode: Not Required or Dial-In:+1 346 248 7799, at which a quorum was present, the following resolution was adopted:

WHEREAS, Heather Gardens Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time, (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Board of Directors of the District (the “Board”) wishes to designate an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the Board wishes to designate a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
HEATHER GARDENS METROPOLITAN DISTRICT AS FOLLOWS:**

1. The Board, by a vote of ____ to ____ hereby designates the Secretary of the Board, which position is currently held by Robin O’Meara, but which may be held by other individuals in the future, as the Official Custodian of the District’s public records for purposes of CORA. This designation of the individual holding the position of Secretary of the Board as the Official Custodian of the District shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the District’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the

Custodian's office.

2. The Board, by a vote of ____ to ____ hereby designates CRS of Colorado LLC, of 7995 E. Prentice Ave. Suite 103E Greenwood Village, Colorado 80111, as the Custodian of the District's public records for purposes of CORA. The Custodian shall serve as the repository for the District's public records and shall have personal custody and control of the District's public records and assist the Official Custodian with the maintenance, care, and keeping of the District's public records.
3. All prior acts, orders, or resolutions, or parts thereof, by the District, as well as practices or policies of the District, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

ADOPTED, APPROVED. AND MADE EFFECTIVE the 21st day of November, 2024.

HEATHER GARDENS METROPOLITAN DISTRICT

Daniel Taylor, President
Heather Gardens Metropolitan District
Board of Directors

ATTEST:

By: Robin O'Meara, Secretary
Heather Gardens Metropolitan District
Board of Directors



2888 S Heather Gardens Way, Aurora, CO 80014
Office: (303) 755-0652 • Fax: (303) 745-5253

HEATHER GARDENS METROPOLITAN DISTRICT CONTRACT

- 1. PARTIES.** The Heather Gardens Metropolitan District (hereinafter, "District") hereby contracts with Community Resource Services of Colorado (hereinafter "Contractor") to provide the products and/or services defined in paragraph 3, Scope of Work, below, (hereinafter "Work"). The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.
- 2. TERM.** The Contractor shall commence the Work beginning upon the execution of this agreement. The Contractor shall perform the Initial Work as described below throughout the remainder of 2024, and shall begin the Ongoing Work on January 1, 2025, which will continue through 2025.
- 3. SCOPE OF WORK.** The "Work" contracted for pursuant to this Contract shall consist of the following:

Initial Work: The Contractor shall assist the District with the creation of a chart of accounts to be used during the District's budget process, and which will ultimately control the reporting of the District's revenue and expenditures. This chart of accounts will be based upon the input received from the District's cost center managers, the audit/finance committee, and the District's Treasurer. Additionally, the Contractor will assist the District in creating the proper format for reporting the District's checking accounts, so that sufficient data is collected for input into the future accounting system.

In addition, the Contractor will begin performing accounting services for the District transitioning the District's bank and investment accounts to InBank and Colorado Trust; issuing payments for District expenses; accounting for the District's bank and investment accounts; begin reporting 2024 expenses as invoices and other substantiation is received; and shall act as the custodian of the District's public records. The Contractor will assume as many of the duties listed under Ongoing Work as soon as practicable and able.

Ongoing Work: The Contractor shall perform complete accounting services on behalf of the District beginning on January 1, 2025. The Contractor agrees that the Ongoing Work performed will allow the District to be in compliance with all applicable laws including, but not limited to, the calculation and setting of the annual mill levy, accurate reporting of expenditures sufficient to maintain the unexpended balance of budgeted amounts at all times, the preparation of monthly financial reports including profit and loss statements and fund reporting, maintenance of asset schedules sufficient for the capital reserve plan and depreciation, maintain an accounts payable system, including the generation and processing of payables, assist with payroll reporting, preparation for the annual audit, and work with the auditor.

The Contractor's proposal and emails are attached hereto which are incorporated herein by reference.

In performing the Work the Contractor hereby agrees to: (a) comply with all applicable federal, state and local laws, and (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work.

4. **COMPENSATION.** The Contractor shall be paid an amount the hourly rates as reflected in the attached proposal, however the Contractor has estimated the cost to be approximately \$6,500 per month, The Contractor shall notify the District if the monthly invoice is greater than the amount estimated. The Contractor shall be paid within 30 days of the receipt of its invoice.
5. **TERMINATION.** The District may terminate this agreement for cause with 30 days' written notice and may terminate this agreement without cause with 180 days' written notice from the end of the calendar year. The Contractor may terminate this agreement with 60 days' written notice and agrees to assist with any transition to a subsequent accountant consistent with the compensation terms herein. Custody of District documents will be transferred upon receipt of a resolution passed by the District's Board of Directors appointing a subsequent custodian.
6. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this contract, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this contract and/or the Work provided hereunder, including, without limitation, any claims which cause or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations of this paragraph shall survive termination or expiration of this contract.
7. **INSURANCE.** The Contractor shall secure and maintain for the term of this contract adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its

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sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.

8. **CONFIDENTIALITY.** During the performance of this contract the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this contract or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this contract or accessed by the Contractor as a result of this contract. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, et seq., C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this contract.

9. MISCELLANEOUS PROVISIONS.

- a. **Subject to Annual Budget and Appropriation.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.
- b. **Governmental Immunity.** Nothing in this contract, or in any actions taken by the District pursuant to this contract, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.
- c. **Integration/Modification/Assignment/Termination.** This contract contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this contract shall be valid or binding. This contract may be modified, amended, or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this contract or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this contract or any interest hereunder, in whole or in part, at any time. The District may terminate this contract at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.
- d. **Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this contract; provided, however, that if any fundamental term or provision of this contract

is invalid, illegal, or unenforceable, the remainder of this contract shall be unenforceable. No waiver of any of the provisions of this contract shall be deemed to constitute a waiver of any other provision of this contract, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This contract shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

- e. **Execution.** This contract may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., C.R.S., as amended from time to time.

By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this contract.

DISTRICT:

CONTRACTOR:

Signature

By: Daniel Taylor
Title: HGMD President
Date: _____

Signature

By: _____
Title: _____
Date: _____

Signature

By: Robin O'Meara
Title: HGMD Treasurer
Date: _____

Signature

By: _____
Title: _____
Date: _____

Attachments:

Engagement Agreement

Thank you for selecting Littler Mendelson, P.C. to represent Heather Gardens Metropolitan District (“you” or “your”). This engagement agreement (“Engagement Agreement”) sets forth the terms under which we will provide legal representation to you in the area(s) of labor and employment law.

Scope of Engagement

We will represent you in all matters agreed upon during the attorney-client relationship, subject to the terms of this Engagement Agreement. Specifically, you are currently asking us to represent you with respect to the following: general employment and labor advice and counseling.

We represent you only; our representation does not include any of your subsidiary or affiliated companies, or any of their employees or representatives, unless we both agree.

We are engaged to handle the matter identified specifically above; our representation of you in other matters will require our mutual agreement. Unless we are retained by you to handle a particular matter, our engagement as your attorneys does not include matters for which we have not been specifically retained. Once a matter is concluded, our representation of you in that matter will end automatically.

Fees, Deposit, and Billing

We will bill you for services based on the terms of this Engagement Agreement. If we and you have agreed in writing to any terms regarding billing or other relationship guidelines, those written guidelines are incorporated into this Engagement Agreement and are considered part of this Agreement. If there is a conflict between the terms of this Engagement Agreement and any written guidelines you have provided, we will discuss that conflict with you to determine which term(s) should apply. We base our bills on hourly fees charged for our services, or, in some instances, a fixed fee negotiated with you. We strive to be efficient and cost-effective with respect to the legal services we provide.

For the calendar year 2024, my hourly rate is US\$745, and the hourly rates of other attorneys in the Firm who may assist me in representing you range from US\$290 to US\$1,600 and from US\$90 to US\$750 for non-attorneys. From time to time, we review and may increase hourly rates, consistent with our ethical requirements and any written guidelines that are part of this Engagement Agreement. If the hourly rate of any individual is increased, the new rate will be indicated on your next bill, subject to any billing guidelines you may have implemented. We will provide you with information regarding our current hourly rates at your request at any time.

We may request a deposit to handle a matter for you. If a deposit is requested, the scope and terms of this deposit will be defined in other communications between us. At present we are not requesting a deposit. If one is later requested, we will discuss the terms with you.

We invoice bills monthly and expect you to pay our statements within 30 days of receipt. We will, of course, discuss any billing questions you may have at any time.

We bill for reasonable expenses we incur on your behalf, either generally or related to a specific matter. Unless we are ethically obligated to do so, we reserve the right not to incur expenses on your behalf unless and until there is an agreement that you will pay the expenses. We will provide you with additional details about any expenses upon request. These expenses may include such items as court fees, online research

fees, deposition transcripts, expert witness/consultant fees, courier and messenger services, any postage over one dollar, purchased copies, car rental fees, and travel expenses. We bill these at the actual cost incurred by us. Unless otherwise agreed, we will forward to you invoices from vendors in amounts that exceed US\$2500.00 for prompt payment directly to the vendor.

Fees will also be charged for Littler's processing and loading data into our evidence handling/review/production platform (known as Relativity®), for Littler's storage and management of evidence databases, and for the services of Litigation Support Specialists, should the use of these services be indicated by the needs of the matter we are handling on your behalf. You should anticipate that we will be using Relativity in any litigation matter. A schedule of these fees is attached as Exhibit "A."

In some instances, you and we may enter into a fixed fee arrangement for a matter. A fixed fee arrangement means that the fee you pay for a matter does not depend on the time we spend on it. By taking on work according to a fixed fee arrangement: (a) we potentially forgo other opportunities; and (b) some matters resolve prior to our incurring legal fees\costs equal to the fixed fee paid, while others may require us to incur fees\costs that exceed the fixed fee. You understand that the fee paid for a fixed fee matter does not depend on the fees and costs we incur for the matter and that no part of the fixed fee is refundable. The fixed fee amount will be negotiated between us considering, among other things, the work to be done, the experience and time likely to be required, the advantage to both of us in having a set fee on which we can rely, and the reasonableness of the fixed fee in comparison with the work to be done. As a result, if we negotiate a fixed fee arrangement with you, we understand that you agree the fixed fee is reasonable and fair.

Certain locations in which Littler or Littler Global provides legal services charge taxes on our services (for example, a goods and services tax). Any taxes imposed on services we provide shall be paid by you. We will add the appropriate tax to each invoice including services that are subject to such taxes.

Responsibility for Fees/Duty to Cooperate

You are responsible for paying our fees and costs incurred in any matter we handle for you. For billing and collection purposes, each client we represent in a matter is jointly and severally responsible for all fees and costs unless otherwise agreed in writing. We also require your cooperation in connection with our representation. While we look forward to a productive and cooperative relationship, should you fail in your payment or cooperation obligations, we may withdraw from further representation in a manner consistent with our ethical obligations.

If you fail to timely pay the fees and expenses we incur in a matter, you agree that we may withdraw from the matter identified above. If we represent you in other matters going forward, and you fail to pay the fees and expenses we incur in those matters, you also agree that we may withdraw from all matters in which we are representing you. Also, if you fail to cooperate with us in any matter, you agree we may withdraw from representing you in all pending matters.

Insurance Issues

If you have insurance that covers a particular matter, we will work with your insurer and you to establish the terms and conditions under which we will agree to represent you based on such coverage. However, you agree that you are responsible for payment to us. We are not responsible for providing notice of claims or lawsuits to your insurer and cannot assist you with coverage determinations or other issues relating to coverage. These are expressly your responsibility. We will cooperate with your insurance

carrier and insurance professionals by providing information regarding your claim and copies of your billings.

Many states establish a “tripartite” relationship between an insurance company, its insured, and the lawyer retained to represent the insured. If this relationship exists with respect to any of your matters, we are obligated to treat both the insurance company and you as clients for purposes of the specific matter we are handling. If the matter is insured, we will comply with the law of the state in which the matter is pending with respect to the relationship that exists among your insurance company, you, and us.

Accrual Requests

You may occasionally request information regarding fees and costs incurred in matters we handle in order to determine accruals or respond to requests from your independent certified public accountants. The information we provide may be considered confidential information we are required to protect from disclosure under applicable ethics rules. It also may be information you do not wish to be disclosed generally throughout your organization. If any person within your organization or your outside accounting firm requests accrual information, you agree we may disclose that information to the person making the request and agree such disclosure does not constitute a violation of our obligations to maintain the confidentiality of information you have provided us or information we have created in the course of providing service to you.

Information Protection; Privacy

We maintain a written Information Security and Privacy Program that complies with laws applicable to the services we provide to you under this Engagement Agreement. The security program is designed to (a) protect the confidentiality of your non-public information; (b) protect against any reasonably anticipated threats or hazards to the security of such information; and (c) protect against unauthorized access to, use, deletion, or modification of such information.

Before providing us with personal data of residents of the European Union, Switzerland, or the European Economic Area, you will notify us that an engagement will include such data, and both you and we will execute an appropriate Data Protection Addendum to this Engagement Agreement that addresses our use and protection of your information and includes, where applicable, the EU Standard Contractual Clauses for Controller-to-Controller transfers of Personal Data.

We use several third-party vendors to support our general operations, including vendors that provide services such as offsite records storage, document destruction, data centers, and security services. Some of these vendors use a “cloud” infrastructure. Although using such vendors may pose some additional risk, we believe the benefits of using such vendors outweigh these risks. These vendors allow us to reduce costs and rapidly innovate to support our work for clients. We review these vendors’ information security programs and bind them by contract to maintain a security and privacy program to protect our clients’ data and applicable privileges. By engaging us, you consent to our use of such third parties.

When you are required by applicable law to execute privacy and security terms with another business to protect personal information, we will execute appropriate data protection terms. Littler can provide template data protection agreements upon request. Please contact compliance@littler.com to request a copy.

To the extent necessary to provide services you have requested, we may also engage lawyers or other professionals in one of our global firms and share data with them, provided we have taken steps to ensure data is reasonably safeguarded.

Termination of Relationship and Client Files

We look forward to a productive relationship with you but recognize that both you and we have the right to terminate our representation at any time for any reason, subject to our obligations under applicable rules of professional conduct and any court orders or directives. You may request in writing that we send your files to you or to another law firm at any time, but we may retain a copy of the file, at our own expense. Any files and documents you send to us, and our file, are subject to the retention period for those files set forth in our document retention policy. Unless prohibited by the law or ethics rules in the applicable jurisdiction, we may require you to pay any outstanding fees owed to us before transferring a file for a matter to you or another law firm.

At times, you may ask us to use our proprietary tools and techniques to review data or documents, perform calculations, or create data maps, data visualizations, or other analyses that may aid in our representation of you (“Analyses”). Littler retains ownership of the underlying proprietary tools and techniques used to create the Analyses. Also, until you have paid for the Analyses, they remain our work product and do not constitute part of your client file.

Resolution of Disputes and Arbitration

While we will of course work diligently on your behalf, we cannot guarantee a particular result or outcome for any matter or make any promises with respect to the costs and expenses of litigation. Should a dispute arise between us, we will first seek to resolve it by dialogue and/or mediation, if you and we agree to do so.

If a dispute between us cannot be resolved by dialogue and/or mediation, both you and we agree that any dispute will be resolved by binding arbitration.

This arbitration provision is intended to be interpreted and applied as broadly as legally permissible. It applies to all claims or controversies that would otherwise be resolved in any court, including claims arising out of or related to this Engagement Agreement and services we render for you on your behalf, including without limitation any issues or disputes regarding fees or billing. This arbitration provision survives the termination of this Engagement Agreement and of the attorney-client relationship.

We both agree that any dispute between us will be submitted to arbitration by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (AAA Rules) or the JAMS Rules of Arbitration (JAMS Rules). In the event a state bar or local jurisdiction’s fee arbitration rules apply, we both agree that we can either submit the dispute to arbitration under these rules for arbitration or waive arbitration under these rules and proceed under the AAA Rules or the JAMS Rules.

Under this section of the Engagement Agreement, you agree to waive your right to a jury trial. You further agree that you may only bring any claims covered in this section in your individual capacity or corporate capacity and not as a class action. You and we agree that we both waive any right for any claim to be brought, heard, decided, or arbitrated as a class action.

This arbitration provision is governed by the provisions of the Federal Arbitration Act (9 USC § 1 et seq.). The award issued by the arbitrator may be entered in any court of competent jurisdiction.

In some states, we may be bound by ethics rules or state law with respect to the scope and terms of an arbitration agreement. In these states, if the scope and terms described above do not comply with the ethical requirements, we will either: (a) agree that the terms set forth above shall be considered modified to take into account those ethical requirements; or (b) provide you with a separate dispute resolution agreement that meets these requirements, at which time the dispute resolution portions of this Engagement Agreement set forth above will be considered null and void. In states where no such ethics requirements exist, both you and we agree to be bound by the terms for dispute resolution set forth in this section.

Littler Entities

We are a member of an international legal practice comprised of many independent professional firms that operate under the collective trade name "Littler." Littler includes a Swiss verein that does not provide any legal or other client services. Services are provided solely by its member firms and their affiliated firms. Each Littler verein member provides legal services in particular jurisdictions and is subject to the laws and professional regulations of the jurisdictions in which it operates. A current list of the Littler verein members and the jurisdictions in which they practice can be found on our website.


Although you have engaged us, the professionals in any Littler verein member are available to meet your needs, and professionals from other Littler verein member firms may be selected to provide services to you. To enable all Littler verein members to provide you with services, they may have access to our network and information about our representation of you. These Littler verein members may share profits, engage in common training of their professionals, and share strategies and expertise among them. Unless otherwise specified, no individual who is a shareholder, member or partner of any Littler verein member is a shareholder, member or partner of any other Littler verein member. Unless expressly agreed in writing between or among the Littler verein members involved, no Littler verein member (or any individual who is a shareholder, member or partner of that member) is responsible for the acts or omissions of, or has any authority to obligate or bind, any other Littler verein member.

Littler Mendelson, P.C. has and operates wholly owned subsidiaries which are: LM Global Services, LLC, LMG PTY, LTD (Australia), Littler Asia LLP, Littler Global Services UK LTD, and Littler LLP (Canada), that are used to collect client fees and pay applicable taxes in the various foreign jurisdictions where we do business.

Acknowledgement

You understand that the terms of this Engagement Agreement, including the arbitration provisions and any attachments, constitute the terms under which we will undertake representation. If you find these terms acceptable, please execute and return a copy for our files. If you do not agree or have any questions about the agreement, please call me as soon as possible. By signing you consent to the terms of our representation. We look forward to working with you and appreciate the opportunity to be of assistance.

LITTLER MENDELSON, P.C.

By: 

Stephen E. Baumann II, Shareholder

HEATHER GARDENS METROPOLITAN DISTRICT

By: 

Daniel Taylor, President

DATE: 11/11/2024

DATE: 11-21-24

EXHIBIT A

SCHEDULE OF CHARGES FOR LITIGATION SUPPORT PROJECT MANAGERS AND DATA CENTER

- 1. Services of Litigation Support Project Managers:** US\$305 – 355/hr.±, subject to annual adjustments. Littler’s Litigation Support Project Managers leverage technology to streamline the organization, collection, management, culling, review, production and presentation of evidentiary data in a cost- effective manner, using state-of-the-art litigation technologies (including Relativity One), ontologies and proprietary workflows. Litigation Support Project Managers are not part of the Littler Data Center, and do not handle evidentiary data processing. Rather, they work with Merits Teams to perform the above services, even in cases where processing of evidentiary data and hosting of Relativity One (or similar tools) case workspaces are not handled by Littler, and are instead handled by a third-party vendor. Certain activities may be directed to a lower-priced Litigation Support Specialist, as appropriate.
- 2. Littler processing of evidentiary data (“ESI Processing”):** US\$200/gigabyte* (“GB”), expanded volume. ESI Processing Projects of over 1 terabyte may be referred to a vendor, and vendor pricing will control. We will consult with you in advance. This is a one-time fee charged for each GB of evidentiary data loaded in to a Relativity One case workspace for full discovery and merits analysis and discovery productions. Full discovery and merits analysis can include advanced culling, including the application of structured analytics functionality like email threading, near dupe identification, etc., searching to respond to discovery, tagging for substantive issues in the case, the use of key word terms and phrases and/or conceptual analytics (like Technology Assisted Review methodologies using Continuous Active Learning features) to identify relevant material, eliminate non-responsive information or prioritize the review of large amounts of data, privilege and confidentiality reviews (including via applying proprietary presumptive privilege, PII and PHI protocols), redacting (including through the use of native redaction tools), etc. Discovery Productions include the creation of .DAT load files for production to adversaries (with relevant images, delimiters, extracted data and metadata fields) that apply redactions, confidentiality and bates designations, etc. A minimum of 48 hours is required for processing/loading of evidentiary data (barring excessive volumes). An additional 48 hours is required for discovery productions (barring excessive volumes), including Quality Assurance reviews conducted by the merits team. If a rush or less than 48 hour turn-around is required, emergency charges will apply.
- 3. Emergency charge (“ESI Emergency”):** US\$500/per occurrence. ESI Emergency charges apply when a deliverable is needed outside normal turn-around times and requires overtime resources to meet a deadline.
- 4. Littler hosting of Relativity One case workspaces (“ESI Hosting”):** US\$18/GB/Month, subject to quarterly adjustments. The ESI Hosting fee is a recurring monthly fee assessed on the total amount of evidentiary data contained in a Relativity One case workspace. Evidentiary data volumes are calculated by the peak volume of evidentiary data in the Relativity One workspace during each monthly billing period.
- 5. Littler culling/pre-processing of evidentiary data (“ESI Culling”):** US\$15 GB, compressed volume, subject to quarterly adjustments. ESI Culling projects of over 1 terabyte may be referred to a vendor, and vendor pricing will control. We will consult with you in advance. This is a one-time fee charged for each GB of evidentiary data loaded into Relativity One for purposes of using culling and pre-processing functionality to reduce the volume of evidentiary data subject to full merits review

by filtering out system files, duplicates, non-relevant file types, irrelevant email domains and by applying specific date parameters based upon issues in a particular case. This process can also utilize searches for key word terms and phrases to eliminate non-relevant material. Once culled, the resulting evidentiary data is subject to ESI Processing and related charges for purposes of conducting full discovery and merits analysis, as described above. Whether data culling is appropriate depends upon the facts and circumstances of each case.

6. **Client license for external access to Littler-Hosted Relativity One Workspace (“Relativity License”):** \$88/Mo./per user, subject to quarterly adjustments. The Relativity License fee is a monthly licensing fee assessed per license if non-Littler personnel require access to a Relativity One case workspace (including clients that want to access their case workspaces, third-party managed document review personnel, outside consulting and testifying experts, etc.).
7. **OCR:** Optical Character Recognition (“OCR”) services involve converting scanned images of printed text into a form that allows individual words in a document to be electronically recognized, identified, indexed, searched and otherwise handled by Relativity One. OCR services can be included in evidentiary data processing when necessary at no cost. However, paper documents, .tiff images, and similar evidence will be referred to a vendor for OCR and/or unitization services, and vendor pricing will control. We will consult with you in advance.
8. **Additional Information.** A more detailed White Paper entitled, “Littler’s Evidence Handling/Review/Production Technology (Relativity) and National Data Center,” that details these services and the charges associated with them in greater detail is available upon request.

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
HEATHER GARDENS METROPOLITAN DISTRICT**

**A Resolution Designating an Official Custodian and a Custodian for Purposes of the Colorado
Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.**

At a regular meeting of the Board of Directors of the Heather Gardens Metropolitan District, City of Aurora, Arapahoe County, Colorado, held at 1:00 P.M., on Thursday, May 20, 2021, at 2888 S. Heather Gardens Way, Aurora, Colorado 80014, via video and telephone conference at <https://zoom.us/j/98672532062?pwd=TzJURGptV3VUS1NhYzVZQ1VtSUJjQT09> Meeting ID: 98672532062 and Password: 743080 or dial-in 1-346-248-7799 at which a quorum was present, the following resolution was adopted:

WHEREAS, Heather Gardens Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time, (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Board of Directors of the District (the “Board”) wishes to designate an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the Board wishes to designate a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
HEATHER GARDENS METROPOLITAN DISTRICT AS FOLLOWS:**

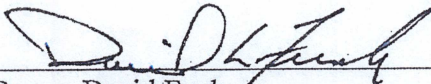
1. The Board, by a vote of 5 to 0, hereby designates the Secretary of the Board, which position is currently held by William F. Archambault, but which may be held by other individuals in the future, as the Official Custodian of the District’s public records for purposes of CORA. This designation of the individual holding the position of Secretary of the Board as the Official Custodian of the District shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the District’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the Custodian’s office.

2. The Board, by a vote of 5 to 0 , hereby designates the District's General Manager, which position is currently held by Jon Rea, but which may be held by other individuals in the future, as the Custodian of the District's public records for purposes of CORA. The Custodian shall serve as the repository for the District's public records and shall have personal custody and control of the District's public records and assist the Official Custodian with the maintenance, care, and keeping of the District's public records.
3. All prior acts, orders, or resolutions, or parts thereof, by the District, as well as practices or policies of the District, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

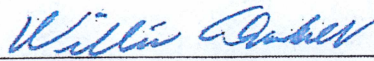
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ADOPTED, APPROVED, AND MADE EFFECTIVE the 17th day of June, 2021.

HEATHER GARDENS METROPOLITAN DISTRICT


By: David Funk
Its: President

ATTEST:


By: William Archambault
Its: Secretary/Treasurer