

**AGREEMENT TO  
PROVIDE ADMINISTRATION, UTILITY BILLING AND ACCOUNTING SERVICES**

THIS AGREEMENT TO PROVIDE SERVICES (“Agreement”) is made and entered into as of the 1st day of June 2024, by and between **KIOWA WATER AND WASTEWATER AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”) and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC.**, a Colorado limited liability company (the “Company”) (collectively, Authority and Company are the “Parties” and each individually a “Party”).

**RECITALS**

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which Company will provide certain services to the Authority;

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

**I. APPOINTMENT OF COMPANY**

1.1 Appointment of Company. The Authority hereby retains Company and Company agrees to perform certain services for the Authority (“Services”) pursuant to the terms and conditions set forth herein.

1.2 Independent Contractor Status. Company is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), CRS, as amended, and nothing herein contained shall constitute or designate Company or any of its employees, agents, subcontractors or suppliers as employees of the Authority. The work performed by Company shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the Authority, except the payments to be made by the Authority to Company for the work performed as provided herein. The Authority shall not be responsible for Company’s means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto.

**II. DUTIES AND AUTHORITIES**

2.1 General Limitations and Requirements. Company shall perform the Services in the Scope of Work in Exhibit A. Company shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the Authority as reflected in the minutes of the Authority board meetings. Company shall at all times conform to the stated policies established and approved by the Authority.

2.2 Compliance with Applicable Law. Company shall provide the Services set forth herein in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the Authority.

2.3 No Right or Interest in Authority Assets. Company shall have no right or interest in any of the Authority's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein. In the event of any early termination, the Authority shall pay the Company for all the Services satisfactorily performed prior to the designated termination date.

2.4 General Duties and Authority. In connection with its specific duties, Company agrees to:

(i) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

(ii) Advise the Authority of the status of the Services required by this Agreement on a regular basis and work in coordination with the Authority's consultants to assure that the Authority has the most complete information available for the exercise of the Authority's powers and discretionary authority.

(iii) Refrain from entering any contract, oral or written, in the name of the Authority, and from incurring any debt, liability or obligation for or on behalf of the Authority. All obligations incurred by Company shall be obligations of Company which shall hold the Authority harmless therefrom.

(iv) "Work Product" shall consist of all written materials maintained by Company in connection with performance of this Agreement, including but not limited to all correspondence, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. Company shall maintain copies of all Work Product in files, including reproducible drawings of any project drawings which it obtains, shall make them available for the Authority's use, and shall provide such copies to the Authority upon request at commercial printing rates. Company shall be entitled to retain copies of all work product at its own expense in the event of termination.

### **III. COMPENSATION**

3.1 Compensation. Company services are billed on fixed-cost monthly basis to include a one-time transition cost. The Company's current rate sheet is attached hereto as **Exhibit A**. The Authority will be billed on a monthly basis. Rate increases shall require thirty (30) days written notice. It is understood by the Parties that all bills are due upon receipt and if not paid within the month which the Authority is billed, the Company may cease providing services to the Authority. The Authority may terminate the Agreement at any time upon payment of all amounts owing to the Company, in accordance with Section 4.2 hereof.

3.2 Exceptions to Compensation. Certain exceptions to the compensation arrangements may be agreed to by the Parties in advance.

3.3 Costs. In addition to fees, the Company will incur costs in the handling of Authority matters. Costs are billed by the Company at no markup to the Authority and are included in the monthly billing.

#### **IV. DURATION AND TERMINATION**

4.1 Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and unless earlier terminated, shall automatically renew on an annual basis.

4.2 Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by delivery to the other Party of a written notice of termination at least 30 days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date of termination.

In the event of termination, the Authority shall pay Company for all the Services satisfactorily performed prior to the designated effective date of termination based on the rates reflected in Exhibit B.

Upon any termination, Company shall transfer and deliver to the Authority all Work Product which shall be deemed from and after the effective date of this Agreement to be the property of the Authority.

#### **V. INSURANCE**

5.1 Insurance Coverage Requirements. Company shall acquire and maintain during the term of this Agreement, including any extensions of the term, insurance in the following minimum amounts:

- (i) Worker's Compensation insurance as required by law.
- (ii) Comprehensive general liability insurance, in the minimum amount of \$2,000,000 combined single limit for bodily injury and property damage, each occurrence; \$2,000,000 general aggregate; and \$2,000,000 products and completed operations aggregate.
- (iii) Commercial Automobile Liability Insurance, \$1,000,000 each accident, any auto.

Company shall provide to the Authority at the beginning of the term of this Agreement certificates of insurance demonstrating appropriate coverage in the amounts designated above. Company shall furnish certificates of insurance coverage upon request and such certificates shall provide that coverages afforded thereunder shall not be cancelled without sixty (60) days prior written notice to the Authority. Company shall add the Authority as an additional insured on its insurance.

#### **VI. MISCELLANEOUS**

6.1 Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

6.2 Subcontractors. The Company is solely and fully responsible to the Authority for the performance of the Services under this Agreement. Use of any subcontractor by the Company shall be pre-approved in writing by the Authority. The Company agrees that each and every agreement of the Company with any subcontractor to perform the Services under this Agreement shall be terminable not-for-cause, and that all such contracts shall terminate immediately upon termination of this Agreement. Company further agrees to require each subcontractor to carry insurance forms and amounts satisfactory to the Authority in its sole discretion and that all warranties (express or implied) resulting from any subcontracts shall inure to the benefit of the Authority and its successors and assigns.

6.3 Modification. This Agreement may not be modified, amended or changed, except as otherwise provided herein, in whole or in part, and except by an agreement in writing duly authorized and executed by both Parties.

6.4 Integration. This Agreement 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 Agreement, or a modification made pursuant to Section 6.3, shall be valid or binding.

6.5 Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

6.6 Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

Authority Mailing Address:

Kiowa Water and Wastewater Authority  
c/o White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

Company Mailing Address:

Community Resource Services of Colorado, LLC  
7995 E. Prentice Avenue, Suite 103E  
Greenwood Village, CO 80111  
Attn: Sue Blair

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party by written notice so provided may change the address to which future notices shall be sent.

6.7 Recovery of Costs. In the event of any litigation between the Parties concerning the subject matter hereof, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by the prevailing party in such litigation.

6.8 Subject to Annual Budget and Appropriation. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Authority hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

6.9 Indemnification. The Company shall defend, indemnify, and hold harmless the Authority and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "Authority Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Authority Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Company or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Company's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Company is not obligated to indemnify the Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority Indemnitee, except the Company. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Company under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Company be liable for special/consequential or punitive damages.

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

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

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

6.11 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.



## **EXHIBIT A SCOPE OF WORK**

The following is a list of services that CRS can provide to the Authority moving forward, if applicable. From our discussion, CRS commits to being flexible on what services we will provide during the transition period, and will only perform those services requested by the Board.

### **Authority Management/Administration**

- Prepare and distribute agendas and board packets prior to board meetings
- Attend board meetings, prepare board minutes and provide minutes for board members review
- Provide general assistance as requested on all capital improvement projects
- Facilitate all aspects of a public bid process as requested
- Maintain Authority's documents including public records
- Maintain insurance coverage and various Authority's memberships
- Complete all required filings and notices per state statute
- Assist in preparation and distribution of approved Authority's public disclosures/information (ex. water rules and regulations, tap fee resolutions, etc.) to builders and Authority constituents
- Communicate with Authority's constituents, property owners, builders, local municipality and address local concerns, as needed
- Perform general administrative tasks for the Authority's as requested
- Perform annual compliance requirements

### **Utility or Dues Billing**

- Work in conjunction with current utility billing company (RSV) to ensure timely and accurate billing for all utilities.
- Receive, post and deposit customer payments
- Provide customer service on billing questions
- Collection of delinquent accounts
- Act as liaison with title companies
- Provide utility billing reports for board review as requested

### **Accounting**

- Compile financial statements to include balance sheet, statement of revenues and expenditures, and revenue and expenditure comparison to budget
- Maintain all accounting ledgers and supporting accounting documentation
- Maintain accounts payable system, including processing of invoices, creation of payables schedule, and processing of checks
- Coordinate review and approval of accounts payable
- Monitor cash flow and investments of the authority's and reconcile all bank accounts
- Prepare financial report for board review
- Maintenance of accounts payables including the processing of invoices, creation of payables schedule and processing of checks
- Prepare annual budget for review, finalization and adoption by the board
- Publish annual notices as required by statute, including budget adoption notice

- Prepare audit exemptions in accordance with state statute if applicable
- Assist with preparation of annual audit
- Prepare all audit work papers
- Facilitate and complete requirements to process developer reimbursement payments
- Assist with preparation of bond issuance documents for the Authority
- Assist with verifying that the Authority complies with bond covenants, arbitrage rebate and reporting requirements
- Prepare yearend tax summaries including Federal 1099 and 1096 forms
- Perform other accounting tasks as requested by the board of directors

**The monthly cost to the Authority will be as follows:**

Management, Accounting, and Utility Billing	\$4,000 per month
Cost of Transition (one-time charge)	\$8,000

Additional Expenses:

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page.

If applicable, CRS will serve as the Authority’s designated election official and perform all duties necessary for the conduct of general and special elections on behalf of the Authority. Election costs will be budgeted for upcoming years.