

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-14

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH ACCOUNTING FIRM**

WHEREAS, the Town of Keystone ("Town") is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, the Town desires to enter into a professional services agreement with Marchetti & Weaver, LLC for the purposes of performing accounting services for the Town; and

WHEREAS, the Town desires to enter into an agreement with Paylocity for human resources payroll services; and

WHEREAS, the Town Council finds that it is in the best interests of the Town to enter into a Professional Services Agreement with Marchetti & Weaver, LLC.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Professional Services Agreement between the Town of Keystone and Marchetti & Weaver, LLC for accounting services is authorized and approved in a form substantially similar to the form attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the Professional Services Agreement on behalf of the Town.

Section 2. This Resolution also authorizes the Mayor to execute an agreement with Paylocity for human resources payroll.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 7 in favor and 0 against, this 8th day of February, 2024.

By: Kenneth D Riley
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: Modeline Siero
Town Clerk

By: Jennifer Macken
Town Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

(Not for Use for Services Relating to Public Works Or Public Construction Projects)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 5th day of February, 2024 (the "Effective Date"), by and between the **TOWN OF KEYSTONE**, a Colorado home-rule municipal corporation with an address of 1628 Sts John Rd, Keystone, CO 80435 (the "Town"), and **Marchetti & Weaver, LLC**, an independent contractor with a principal place of business at 28 Second Street, Suite 213, Edwards, CO 81632 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services and furnish all Deliverables described in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as: **Accounting Services**. In addition, Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**.

B. A change in the Scope of Services or Deliverables shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

B. Either Party may terminate this Agreement upon 120 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed as of the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Effect of Termination. In the event of termination, Contractor shall immediately discontinue performance, and deliver to the Town all Work Product (as defined herein). Without prejudice to any other rights or remedies it may have hereunder or at law or in equity, the Town may itself or through another service provider take over any unfinished Services and Deliverables by whatever reasonable method it may deem

expedient. In addition, at the Town's request, Contractor shall timely: (a) document in reasonable detail the status of the terminated Services and unfinished Deliverables; (b) submit a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination; and (c) deliver to the Town copies of all documents and data reasonably required for the completion of any unfinished Services and Deliverables.

D. Nothing in this Agreement shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party, nor shall it preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

III. COMPENSATION

A. In consideration for the Contractor's completion of the Scope of Services and furnishing of Deliverables, and subject to any adjustments authorized under this Agreement, the Town shall pay Contractor (check and initial as applicable below):

_____ A fixed sum of \$ _____.

_____ Based upon services rendered and billed in accordance with the rate schedule attached hereto as Exhibit A, but in no event shall the total compensation exceed \$ _____.

_____ As described in Exhibit A.

This amount shall include all fees, costs and reimbursable expenses (defined below) incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, but may not submit invoices more frequently than monthly, which shall be paid by the Town within 30 days of receipt.

B. Reimbursable Expenses. The following fee, cost, charge or expense explicitly stated below shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

None

Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)

Printing and Photocopying Related to the Services (billed at actual cost)

Long Distance Telephone Charges Related to the Services

Postage and Delivery Services

-
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically listed or stated in this Section III.B shall be deemed a non-reimbursable cost that shall be borne by the Contractor, and shall not be paid by the Town.

C. Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the Services performed and/or Deliverables worked on, the start and completion dates of any Services or Deliverables, and who performed the Services or completed the Deliverables. Contractor shall provide appropriate supporting documentation with each invoice.

D. Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, the Town has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that the Town provides Contractor with notice of such dispute within thirty (30) days after receipt of the invoice and pays all undisputed amounts by the due date. The Town's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for Contractor to suspend or terminate its performance of undisputed Services.

E. Set Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. Contractor further warrants and acknowledges as follows: (1) Contractor shall not access, process or otherwise use Dependency Information other than as necessary to facilitate Services; (2) shall not give any third party access to Dependency Information, including without limitation Contractor's other customers or clients; (3) shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Dependency Information, and shall implement administrative, technical and physical safeguards for managing unauthorized disclosure or exposure of Dependency Information stored by Contractor; and (4) in the event that Contractor has on-site or remote access to Town systems or networks in connection with the Services hereunder, Contractor will comply with the Town's security requirements.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

E. Except with the Town's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Project.

V. OWNERSHIP

A. Client Materials. All right, title and interest in and to any materials provided by the Town to Contractor, including without limitation, Dependency Information, hardware, software, equipment and other pre-existing technology, other materials of any kind and nature, and any trademarks, service marks, trade logos or other pre-existing intellectual property rights ("Client Materials") are and shall remain the sole property of the Town. Town grants to Contractor a limited, nontransferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to copy, store, record, transmit, display, view, print or otherwise use the Client Materials solely to the extent necessary to perform its obligations under this Agreement. No Client Materials shall be removed from the Town's premises without the Town's prior written consent. All Client Materials shall be returned upon the earlier of (a) the Town's request for their return; and (b) completion or termination of the Services. Contractor shall maintain such materials in good condition.

B. Work Product. Any Deliverables, materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor ("Work Product") have been or will have been specially ordered or commissioned by the Town, and accordingly, each is and will be a "work made for hire" (as such term is used in 17 U.S.C. § 201) for the Town, effective as of the moment each such item is fixed in a tangible medium, whether or not such item is complete. Contractor hereby transfers and assigns to the Town all of its all right, title, and interest in and to all Work Product, including, but not limited to, all United States and foreign copyright, patent, trademark, trade secret and any other proprietary rights pertaining to such Work Product held by Contractor To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. The forgoing shall not apply to previously created and/or owned intellectual property of Contractor. Nothing in this Agreement will prevent Contractor from retaining copies of documents for the lawful use in its own business purposes. Contractor will provide the Town with a ten (10) day written notice prior to disposal of documents it has retained, during which time the Town may take physical possession of same

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town,

nor is it or its agent or employees entitled to workers' compensation benefits. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and defend the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any

officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TOWN OBLIGATIONS/CONFIDENTIALITY

A. Dependency Information. The Town shall provide Contractor with data, information, reports and such other documentation ("Dependency Information") as may be available to the Town, and reasonably required by Contractor perform the Services or furnish the Deliverables.

B. Access to Property and Records. The Town shall provide Contractor with access to its property as required and necessary to perform the Services or to complete the Deliverables. To the extent required by law, the Town and Contractor agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* Contractor agrees to hold the Town harmless from the disclosure of any records that the Town reasonably believes it is legally required to disclose.

C. Confidentiality; Protection. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Contractor expressly recognizes that the Town is subject to the Colorado Open Records Act and may be required to disclose certain information pursuant to the requirements of that Act. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party so that the disclosing party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

D. Return of Materials. Upon expiration or termination of this Agreement, except as necessary to exercise the rights granted by the Town to Contractor pursuant to Section III, each Party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing

Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other Party, each Party will provide the other Party with written certification of compliance with the foregoing obligations under this Section X.D

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

TOWN: Town Manager
1628 Sts John Road
Keystone, CO 80435

CONTRACTOR: Kenneth Marchetti
28 2nd St, Ste 213
Edwards, CO 81632

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way

limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

M. Counterparts and Signatures. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the parties shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by facsimile or electronic transmission. The parties further agree this Agreement may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement containing an electronic signature, or a paper copy of an electronic signature shall be binding upon the party providing such electronic signature as if it were the party's original signature .

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF KEYSTONE, COLORADO

Kenneth D Riley

Kenneth D. Riley, Mayor

ATTEST:

Madeline Sieber
Town Clerk

APPROVED AS TO FORM:

Jennifer Madson
Town Attorney

CONTRACTOR

By: Kpmarchetti

EXHIBIT ~~A~~ B
SCOPE OF SERVICES and COMPENSATION

Marchetti Weaver Proposal to Town of Keystone, February 5, 2024



February 5, 2024

Mr. Ken Riley, Mayor-elect
Town Council
Town of Keystone

We are pleased to submit a proposal to provide accounting and financial services to Town of Keystone (referred to herein as “Town”) and hereby respectfully submit our proposal to perform the services detailed below. Services we will perform are:

Accounting and Financial Statement Preparation – The fundamental service the Firm provides is an integrated financial reporting system that is oriented toward providing budgetary and managerial financial reports including long range financial projections. These reports are designed to provide information to the Town council to equip them with the financial information they need to manage the financial affairs of the Town in a professional and prudent manner. The financial statements compiled by the Firm are designed to be budgetary and managerial in nature rather than “GAAP” (generally accepted accounting principles) and are reconciled to the annual audit that is prepared on a GAAP basis. The financial statements we prepare may not include the statement of net position, the statement of activities, management discussion and analysis and related notes to the financial statements. It is hereby noted that such disclosures will be included in the Town’s annual audited financial statements. The summary of significant accounting policies required by the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA) may also be omitted.

Financial Planning and Cash Flow Projections – Whether used for internal planning or in conjunction with long-term financing, a long range financial plan or cash flow model is a very helpful financial tool. The Firm utilizes this tool prepared in conjunction with the Council and management staff to help the Town plan for and manage its long-term finances. Long range financial plans prepared by the Firm are typically an integral part of the Town’s strategic planning process.

Budgeting – A significant emphasis is placed on the budgeting process, working closely with the Town to budget expenditures and corresponding revenue sources. This process involves analyzing revenue sources such as sales taxes, property taxes, service fees, etc. Actual financial results are then compared to budgets on an ongoing basis and financial forecasts are updated so the Town can monitor not only “where it has been” but also “where it is going”.

Audit Workpaper Preparation and Audit Coordination – Our Firm is not independent from the Town’s financial reporting and therefore is not eligible to audit the Town. The Town is required to be audited on an annual basis by an independent CPA firm. We will

MARCHETTI & WEAVER, LLC

Town of Keystone
February 5, 2024
Page 2

work with the Council for selection of an independent CPA audit firm and at the end of each fiscal year we will prepare audit workpapers and coordinate the audit with the independent auditors. The auditors will also coordinate directly with Town management and selected Board members to ensure an open communication channel between the Town and the independent auditors. The Firm also works closely with the State Auditor when necessary if audit issues arise.

Cash Investments and Cash Management – The Firm assists with placement of the Town’s cash investments in accounts and investments that meet the investment policy of the Town and that maximize the Town’s income within the parameters of safety and liquidity established by the Town.

Bond Issuance and Ongoing Reporting – When needed, the Firm will work closely with bond underwriters and bond counsel for issuance of bonds as well as compliance with continuing disclosure undertakings.

Equipment Financing – the Firm can coordinate equipment financing and lease/purchase agreements to finance the purchase of equipment for the Town.

Arbitrage Compliance – The Firm coordinates with specialists in the extremely complex area of arbitrage compliance to ascertain that its Town is compliant in this area.

Payroll and Employee Benefits – The Firm works with the Council to determine desired employment benefit packages and then facilitates setting up and administering employment benefit plans and programs. And the Firm handles payroll preparation and all related payroll tax reporting and filing on behalf of the Town.

Our Responsibilities

The objective of the financial statement preparation portion of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and from accounting records you provide. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

MARCHETTI & WEAVER, LLC

Town of Keystone
February 5, 2024
Page 3

The Council's Responsibilities

The engagement to be performed is conducted on the basis that the Council acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. The Council has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- a) For prevention and detection of fraud
- b) To ensure that the entity complies with the laws and regulations applicable to its activities
- c) For the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements
- d) To provide us with:
 - i) Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - ii) Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii) Unrestricted access to persons within Town of Keystone of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

Our fees for these services will be billed on an hourly rate basis based on our actual time incurred at our standard billing rates. Current 2024 rates for staff proposed to be assigned to the Town are as follows:

Ken Marchetti- Principal	\$283/hour generally but certain tasks may be billed at a higher rate, for example bond transactions
Account Managers	\$150-\$180/hour

Current billing rates may be increased (generally commensurate with inflation) for 2025 and future years. We may also charge for out-of-pocket expenses incurred such as, including but not limited to, computer and copy expenses, office supplies used directly by the Town, postage, and travel expenses for Town business.

Marchetti & Weaver, LLC hereby states that as of the date of this letter, it does not knowingly employ or contract with an illegal alien who will perform work under this agreement and that it will participate in the "E-Verify Program" or "Department Program" (as defined in §8-17.5-101 & 102, C.R.S.) in order to confirm the employment eligibility of all employees who are newly

MARCHETTI & WEAVER, LLC

Town of Keystone
February 5, 2024
Page 4

hired for employment to perform work under this agreement. The provisions of §8-17.5-102 (2) (b), C.R.S. are incorporated herein by this reference. If we fail to comply with any provision of §8-17.5-101 & 102, C.R.S., the Town may terminate this agreement for breach of contract, and we shall be liable for actual and consequential damages to the Town. We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to §8-117-102.

We will be pleased to discuss this letter with you at any time.

Respectfully,
MARCHETTI & WEAVER, LLC

Kenneth J. Marchetti, Principal

RESPONSE:

This proposal is accepted and agreed to and correctly sets forth the understanding between Marchetti & Weaver, LLC and Town of Keystone.

TOWN OF KEYSTONE

President

Date