



Dazzio & Associates, PC

Certified Public Accountants

December 4, 2019

(With an effective date of May 18, 2017)

Mr. Jariah Walker, Executive Director
Colorado Springs Urban Renewal Authority
30 South Nevada Ave, Suite 600
Colorado Springs, Colorado 80903

Dear Mr. Walker,

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Dazzio & Associates, PC ("D&A," "we," "us," and "our") will provide for the Colorado Springs Urban Renewal Authority ("CSURA," "Authority" and "you") with regards to the City for Champions Project ("C4C Project").

The C4C Project includes the following project elements:

1. United States Olympic Museum and Hall of Fame
2. Colorado Sports and Event Complex
3. U.C.C.S Sports Medicine and Performance Center
4. United States Air Force Academy Gateway Visitor's Center

This agreement encompasses all of the project elements listed above, including the Southwest Colorado Springs Downtown Infrastructure Project.

Our engagement will continue to apply until such time the agreement is changed in a communication that you and D&A both sign or terminated as permitted herein.

Stephen Dazzio, as manager/director, is responsible for the services identified in this agreement. He may be assisted by one or more of our staff in the performance of the identified services.

8200 South Quebec Street, Suite A3259, Centennial, Colorado 80112
303-905-0809 • info@dazziocpa.com

• Member American Institute of Certified Public Accountants • Member Colorado Society of Certified Public Accountants •

Scope of professional services

D&A will perform the following services for the entity:

Provide certification services

We will provide certifications as requested to the Authority for all administrative and project costs as they relate to the Regional Tourism Act Program:

- Read all requisitions and invoices to which approval is being requested
- Verify all costs submitted to each requisition are "Eligible Costs" as defined in the Regional Tourism Act, based on copies of invoices, bills and requests for payment.
- Review the invoices for mathematical accuracy and eligibility of costs and discussions with appropriate persons to determine classification.
- Certify that all costs are reimbursable and provide such certification to CSURA for submission to the Colorado Economic Development Commission as required by the Regional Tourism Act, as limited to the procedures described above.

Engagement objectives, limitations, and responsibilities

The objective of our engagement is to verify all costs submitted are "Eligible Costs" as defined in the Regional Tourism Act.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations, except as they related to the Regional Tourism Act and Colorado Revised Statutes (CRS) 24-46-303. Except as described in the scope of professional services section of this letter, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Fees and terms

Billing Rates guaranteed through December 31, 2019:

- Services performed by manager/director \$225 per hour
- Services performed by staff \$90 per hour

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and D&A through an addendum to this engagement letter.

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges.

Our invoices for these fees will be rendered monthly and are payable on presentation. Terms of payment for services are net 30 days. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not provided you with the requested certification. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, your online banking platform any other client initiated payment method approved by D&A.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of D&A, its partners, principals, directors, officers, employees, and agents (each a "D&A party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold D&A or any other D&A party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any D&A party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a D&A party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to D&A.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any D&A party. The parties (you and D&A) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any D&A party must be commenced separately within twelve (12) months ("Limitation Period") after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any D&A party provides other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of the existence or possible existence of a dispute.

Service satisfaction

If you are not completely satisfied with the services performed by D&A, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, D&A will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of certain services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

We will be responsible for our own professional and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate

our use so it does not interfere with your employees.

The relationship of D&A with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the entity. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The entity agrees that D&A will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

D&A may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and D&A. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,

A handwritten signature in blue ink that reads "Stephen J. Dazzio".

Dazzio & Associates, P.C.

Stephen J Dazzio, CPA,
303-905-0809
sdazzio@dazziocpa.com

Response:

This letter correctly sets forth the understanding of Colorado Springs Urban Renewal Authority.

Authorized Signature: _____

Title: _____

Date: _____