

## Services Contract

<b>CONTRACT DETAILS</b>	
OFS Number	302690
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Office of Financial Management
Mailing Address	<b>PO Box 471, Boulder, CO 80306-0471</b>
Contract Contact – <i>Name, email</i>	Chris Krolick, <a href="mailto:ckrolick@bouldercounty.org">ckrolick@bouldercounty.org</a>
Invoice Contact – <i>Name, email</i>	Genevieve Lazure-Custeau, <a href="mailto:glazure-custeau@bouldercounty.org">glazure-custeau@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	Impact Development Fund
Contractor Mailing Address	200 E. 7 <sup>th</sup> Street, Loveland, CO 80537
Contact 1- <i>Name, title, email</i>	Megan Ferguson, Deputy Executive Director, <a href="mailto:megan@impactdf.org">megan@impactdf.org</a>
<b>Contract Term</b>	
Start Date	1/1/2023
End Date	12/31/2024
<b>Contract Amount</b>	
Contract Amount	<b>Not-to-Exceed \$160,000</b>
<b>Brief Description of Work</b>	
Contractor will administer Boulder County's Federal Disaster Use Tax Rebate Program, which includes payment to eligible property owners.	
<b>Contract Documents</b>	
Exhibit A – Process and Scope of Work Exhibit B – Program Requirements Exhibit C – Fee Schedule	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	NO
Bid Number	n/a
If no Bid No., bid process used	Bid process waived (waiver attached)
<b>Contract Notes</b>	
<i>Additional information (optional)</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Financial Management ("County") and Impact Development Fund, a Colorado nonprofit corporation ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

*NOTE: Correct details  
supplied on first page of  
this envelope.*

## Services Contract

CONTRACT DETAILS	
OFS Number	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Office of Financial Management
Division/Program	
Mailing Address	
Contract Contact – Name, email	
Invoice Contact – Name, email	
<b>Contractor Contact Information</b>	
Contractor Name	Impact Development Fund
Contractor Mailing Address	[insert address]
Contact 1- Name, title, email	[primary contact name and email]
Contact 2- Name, title, email	[secondary contact name and email - optional]
<b>Contract Term</b>	
Start Date	
End Date	
<b>Contract Amount</b>	
Contract Amount	Not to exceed \$160,000
<b>Brief Description of Work</b>	
Contractor will administer Boulder County's Federal Disaster Use Tax Rebate Program, which includes payment to eligible property owners.	
<b>Contract Documents</b>	
Exhibit A – Process and Scope of Work Exhibit B – Program Requirements Exhibit C – Fee Schedule	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	YES or NO
If YES, identify Grant Source(s)	
Bid Number	
Award Date	
If no Bid No., bid process used	Choose an item.
Purchasing Notes (optional)	
<b>Contract Notes</b>	
Additional information (optional)	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Financial Management ("County") and Impact Development Fund, a Colorado nonprofit corporation ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. RESERVED.
7. RESERVED.
8. RESERVED.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any

circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: **Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds

will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. RESERVED.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's

**Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. RESERVED.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one

agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section.

All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS**: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iii. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

iv. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature: <i>Claire Levy</i>		Signature: <i>Megan M. Ferguson</i>	
Name: Claire Levy		Name: Megan Ferguson	
Title: County Commissioner		Title: Deputy Executive Director	
Date: March 21, 2023		Date: March 22, 2023	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest: <i>Cecilia Lacey</i>		<i>CL</i> Initials	
Attestor Name: Cecilia Lacey			
Attestor Title: Clerk to the Board			

**EXHIBIT A**  
**PROCESS AND SCOPE OF WORK**  
Boulder County Use Tax Refund Program

Contractor will develop online application intake channels for the Boulder County Use Tax refund program that will be included with additional Marshall Fire and Calwood Fire rebuild resources for efficient, streamlined processing. Contractor will process submitted application materials and determine compliance with eligibility under the program in accordance with the Program Requirements. Applicants must submit applications online and include the following materials as part of their application:

- **Ownership Verification:** The applicant must be the current subject property owner and the owner of record on the disaster date and provide evidence of ownership through public record, warranty deed and real estate tax records.
- **Permit Application:** Applicant must provide a copy of submitted and approved permit application with breakdown of assessed fees.
- **Receipt of Payment:** Applicant must provide receipt confirming Boulder County Use Tax fees paid.

Contractor will collect ACH payment information for the homeowner to disburse refund in accordance with Program Requirements.

Contractor will report Boulder County Use Tax Refund Program status to Boulder County on a monthly basis.

Contractor will process the refund request in accordance with Program Requirements, verify Use Tax previously paid and approval of necessary rebuilding permit. Upon successful verification, Contractor will issue an award determination and approval.

Contractor will initiate payment to the property owner promptly upon award determination and verified account information.

Fees Collected: None

Post-Funding: Contractor will collect and maintain property owner signed grant award and acknowledgement of receipt per Contractor's document retention policy.

Equal Opportunity: Contractor will not discriminate against anyone through its lending practices or in any other decision-making processes due to race, color, religion, gender, disability, sexual preference, age, family status and/or national origin.

**EXHIBIT B**  
**PROGRAM REQUIREMENTS**  
Boulder County Use Tax Refund Program

Property Owner Eligibility - *Residential properties, owner of subject property as of date of event* Construction permit filed by the owner of record of a fully destroyed residential property lost due to either the Marshall Fire (December 30, 2021) or Cal-Wood Fire (October 17, 2020) disasters. The applicant must have been the owner of record at the time of the disaster/fire event and also must be the owner of record applying to rebuild. 1,087 homes were destroyed by the Marshall Fire and 26 structures were destroyed in the Cal-Wood Fire.

Program Period – (3 Years)

Construction permits must be filed within three years of the date of the disaster event (by December 31, 2024 for Marshall Fire-impacted properties, and October 31, 2023 for Cal-Wood Fire-impacted properties.) Rebates will be available for eligible properties that have already remitted the applicable use tax. Staff estimates that this currently includes 75 Marshall Fire-impacted properties having already been issued building permits and eight Cal-Wood Fire-impacted rebuilt residences.

Allowable Rebate – Rebate of up to \$3,500 or \$4,200 of applicable use tax

Applicants who applied for a construction permit in 2022 can receive a rebate of up to \$3,500 of applicable use tax. Applicants who apply for a construction permit on January 1, 2023 or later can receive a rebate of up to \$4,200 of applicable use tax.

Program Summary - The purpose of the program is to support households in Louisville, Superior, and unincorporated Boulder County that were destroyed in the Marshall Fire on December 30th, 2021 or Cal-Wood Fire on October 17, 2020. The Boulder County Use Tax Refund Program is intended to reimburse property owners who have chosen to rebuild their single-family residence and have paid the County Use Tax through the permitting process.

Eligible Recipients - The applicant must be the *current* subject property owner at the time of application for the construction permit **and** the owner of record on the *disaster date*. Contractor will verify ownership through public record, warranty deed and real estate tax records provided by applicant.

Eligible Properties - The property must have been (a) owner or renter occupied, (b) fully destroyed in the disaster, (c) single-family residences, and (d) located within the declared disaster area.

**Property owner must have an approved building permit with the appropriate jurisdiction.**

Eligible Expenses - Boulder County Use Tax refund up to a maximum amount of \$3,500.00 for construction permits issued up through December 31, 2022 and up to a maximum amount of \$4,200.00 for construction permits issued on January 1, 2023 and later.

Income Maximum - There is no income qualification to access the Use Tax program funds.

Applicant Fees – NA

Collateral: NA

**EXHIBIT C**  
**FEE SCHEDULE**  
Boulder County Use Tax Refund Program

Contractor will assess a one-time program implementation fee of \$20,000 to structure and administer the Program. This includes direct outreach to current applicants of Marshall Fire relief programs administered by Contractor promoting the availability of Boulder County use tax rebates. This fee is due and payable upon contract execution.

Boulder County will pay to Contractor an administrative fee of \$70,000 per year. Contractor will bill Boulder County for the administrative fee at the end of each calendar year for the term of the agreement (e.g. December 31<sup>st</sup>, 2023 and December 31<sup>st</sup>, 2024).

**Certificate Of Completion**

Envelope Id: CA42449F9F0E435BA13C034848E2DF56	Status: Completed
Subject: IDF Services Contract (use tax refunds) (FINAL3.15.23).pdf, Exhibit A -...	
Type of Document: Other	
Department/Office: Office of Financial Management	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 2	Initials: 2
AutoNav: Enabled	Envelope Originator: Cecilia Lacey 2025 14th St Boulder, CO 80302 clacey@bouldercounty.org IP Address: 68.226.112.217
Envelopeld Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 3/21/2023 11:52:27 AM	Holder: Cecilia Lacey clacey@bouldercounty.org	Location: DocuSign
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**Signer Events**

Signature	Timestamp
Cecilia Lacey clacey@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)	Sent: 3/21/2023 12:08:14 PM Viewed: 3/21/2023 12:08:25 PM Signed: 3/21/2023 12:08:31 PM
Signature Adoption: Pre-selected Style Using IP Address: 68.226.112.217	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Claire Levy cl Levy@bouldercounty.org County Commissioner Security Level: Email, Account Authentication (None)		Sent: 3/21/2023 12:08:33 PM Viewed: 3/21/2023 12:09:41 PM Signed: 3/21/2023 12:09:48 PM
Signature Adoption: Uploaded Signature Image Using IP Address: 97.107.70.37		

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Cecilia Lacey clacey@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)		Sent: 3/21/2023 12:09:50 PM Viewed: 3/21/2023 12:28:56 PM Signed: 3/21/2023 12:29:02 PM
Signature Adoption: Pre-selected Style Using IP Address: 68.226.112.217		

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
<p>Christopher Krolick ckrolick@bouldercounty.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/21/2023 12:29:04 PM
<p>Genevieve Lazure-Custeau glazure-custeau@bouldercounty.org Admin. Specialist - Office of Financial Management Boulder County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/21/2023 12:29:04 PM
<p>Robin Valdez ravaldez@bouldercounty.org Business Operations Manager Boulder County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/21/2023 12:29:04 PM
<p>Clay Fong cfong@bouldercounty.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/21/2023 12:29:05 PM
<p>Cecilia Lacey clacey@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/21/2023 12:29:06 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2023 12:08:14 PM
Certified Delivered	Security Checked	3/21/2023 12:28:56 PM
Signing Complete	Security Checked	3/21/2023 12:29:02 PM
Completed	Security Checked	3/21/2023 12:29:06 PM

Payment Events	Status	Timestamps
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Madison Insurance Group 7600 E Eastman Ave Ste 500  Denver CO 80231	<b>CONTACT NAME:</b> Karole Peters <b>PHONE (A/C, No, Ext):</b> (303) 322-0800 <b>FAX (A/C, No):</b> (303) 322-0874 <b>E-MAIL ADDRESS:</b> kpeters@madisoninsurance.net												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Impact Development Fund 200 E 7TH ST, Unit #412  LOVELAND CO 80537-4871	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A:</b> SENTINEL INS CO LTD</td> <td style="text-align: right;">11000</td> </tr> <tr> <td><b>INSURER B:</b> TRAVELERS COMMERCIAL INS CO</td> <td style="text-align: right;">36137</td> </tr> <tr> <td><b>INSURER C:</b> GREAT AMER E&amp;S INS CO</td> <td style="text-align: right;">37532</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> SENTINEL INS CO LTD	11000	<b>INSURER B:</b> TRAVELERS COMMERCIAL INS CO	36137	<b>INSURER C:</b> GREAT AMER E&S INS CO	37532	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> SENTINEL INS CO LTD	11000												
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<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIL7479	05/15/2022	05/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
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GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIL7479	05/15/2022	05/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIL7479	05/15/2022	05/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
	\$																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-2T379849-22-42-G	05/15/2022	05/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Professional Liability			TER2861519	08/12/2022	08/12/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">1,000,000</td></tr> </table>	Each Occurrence	1,000,000	General Aggregate	1,000,000										
Each Occurrence	1,000,000																				
General Aggregate	1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Boulder, State of Colorado, a body corporate and politic, is named as additional insured as regards work performed by the insured.

**CERTIFICATE HOLDER****CANCELLATION**

Boulder County  Risk Management 1325 Pearl Street Boulder CO 80302	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <hr/> <b>AUTHORIZED REPRESENTATIVE</b> <i>Karole Peters</i>
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**Certificate Of Completion**

Envelope Id: CF2C2769E38A4CCCA884332556DABA5B	Status: Completed
Subject: For Signature: IDF Services Contract (Boulder County Use Tax Refunds program)	
Type of Document: BOCC Signed Contract	
Department/Office: Office of Financial Management	
Source Envelope:	
Document Pages: 19	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator: Genevieve Lazure-Custeau 2025 14th St Boulder, CO 80302 glazure-custeau@bouldercounty.org IP Address: 97.107.70.37
Enveloped Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 3/22/2023 9:11:43 AM	Holder: Genevieve Lazure-Custeau glazure-custeau@bouldercounty.org	Location: DocuSign
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**Signer Events**

Megan Ferguson megan@impactdf.org Deputy Executive Director Impact Development Fund Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 162.142.63.109	<b>Signature</b>  <b>Timestamp</b> Sent: 3/22/2023 9:31:01 AM Viewed: 3/22/2023 11:47:47 AM Signed: 3/22/2023 11:49:01 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/22/2023 9:31:01 AM
Certified Delivered	Security Checked	3/22/2023 11:47:47 AM
Signing Complete	Security Checked	3/22/2023 11:49:01 AM
Completed	Security Checked	3/22/2023 11:49:01 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>