



**STANDARD**

**Contract Routing Cover Sheet**

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

<b>Routing Number</b>	20231024-1045		
<b>Originating Dept</b>	City Manager		
<b>Contact Person</b>	Amy McMahon	<b>Phone Number</b>	3034413090
<b>Project Manager / Contract Administrator</b>	Patrick Dorion	<b>E-mail</b>	dorionp@bouldercolorado.gov
<b>Counter Parties</b>	Boulder County		
<b>Contract Title / Type</b>	MOU		
<b>Number</b>			
<b>Description</b>	MOU with Boulder County to join portions of their Disparity Study		
<b>Special Instructions</b>	Erin Poe has reviewed. <b>Please rush for signatures.</b> The City signs first.		
<b>Amount</b>	\$300,000	<b>Expense Type</b>	OUTGOING

• Dept. Head Signature YPR

**NOTE; Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing \_\_\_\_\_
- Budget \_\_\_\_\_
- Sales Tax \_\_\_\_\_

✓ CAO EP

✓ City Manager \_\_\_\_\_

✓ Central Records **DEPT WILL PROVIDE CR W/FULLY EXECUTED VERSION FOR LASERFICHE**

## **MEMORANDUM OF UNDERSTANDING Disparity Study**

This Memorandum of Understanding (“MOU”) is made and entered into on October 25, 2023 (the “Effective Date”), 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 the County Administrator (“County”) and the City of Boulder (“City”). County and City are each a “Party,” and collectively the “Parties.”

### **A. PURPOSE**

1. On August 1, 2023, the County entered into a contract with Keen Independent Research, LLC (“Keen”) to analyze and prepare a study of the County’s contracting and procurement activities to determine any disparities existing in the use of Minority, Women, and Disadvantaged Business Enterprise (“Disparity Study”).
2. The Disparity Study will inform the County’s procurement reform efforts and goals of enhancing opportunities for Minority, Woman, and Disadvantaged Business Enterprise (“MWDBE”) and MWDBE participation in the County’s procurement activities.
3. The City subsequently approached the County regarding whether both entities could participate in such a study. With the cooperation of Keen, the parties determined that a joint study would be feasible and would result in better and more robust information. Keen provided the Parties with a price information for the City’s participation. The communities served by both Parties are closely tied and allowing the City to conduct a disparity study serves to enhance the benefits gained by both communities.
4. The Parties wish to provide for cost sharing for a joint disparity study being conducted by Keen on behalf of the County and the City.

### **B. GENERAL TERMS**

1. Upon execution of this MOU, the County will amend its contract with Keen to address the additional scope and price of the study attributable to the City’s participation. The County will pay the full price of the contract directly to Keen according to the terms of the amended contract. The amended contract will specify that Keen will provide the same type of deliverables to the City that it is currently contracted to provide to the County. The City deliverables will be specific to the City’s market area to the extent that the County’s market area differs from the County’s. The County will provide a draft of the amended contract to the City for review and comment before executing an amended contract with Keen.
2. To fairly distribute the overall price of the study between the Parties, the City will pay the County \$300,000 within 30 days of the execution of this agreement and provision of wire

payment instructions.

3. The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this MOU.
4. This MOU may be amended only by a written agreement signed by all Parties.
5. This MOU 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 MOU 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 MOU 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.

**IN WITNESS WHEREOF**, the Parties to this MOU have caused it to be executed by each Party's authorized officers as of the Effective Date.

**Boulder County**

By: *Jana Petersen*  
Jana Petersen  
County Administrator

**City of Boulder**

By: *NR*  
Nuria Rivera-Vandermyde  
City Manager

ATTEST:

*Erika M. Jara*  
City Clerk

APPROVED AS TO FORM:

By: *Erin Poe*  
Office of the City Attorney