

BOULDER COUNTY PROCUREMENT CONTRACT

SUMMARY		
Contract Identification		
Oracle Contract Number	304345	
Contract Name	Synergy Disaster Recovery - PW - RCD - Emergency Resonse Debris Monitoring	
County Information		
Primary Office or Department	Public Works	
Division/Program of Primary Office or Department	Resource Conservation	
Mailing Address	PO BOX 471 Boulder, CO 80306	
Primary Project Manager Name and Email	Cody Lillstrom jlillstrom@bouldercounty.gov	
Primary Contact Name and Email	Laura Konersman lkonersman@bouldercounty.gov	
Primary Office or Department Accounting Email	pwinvoices@bouldercounty.gov	
☐ Additional Boulder County Offices and Departments may initiate task orders. See Exhibit C		
Vendor Information		
Vendor Legal Name	Synergy Disaster Recovery, LLC	
Vendor Other Name	Synergy Disaster Recovery	☐ COI ☐ DBA ☐ W-9
Vendor Business Address	2730 Bristlecone Ct, Lafayette, CO 80026	
Vendor Mailing ("Remit to") Address	2730 Bristlecone Ct, Lafayette, CO 80026	
Vendor Signer Name and Email	Bethany Duart bduart@synergy-dr.com	
Vendor Contact Name and Email	Bethany Duart bduart@synergy-dr.com	
Vendor Invoicing Email	bduart@synergy-dr.com	
Contract Dates		
Authorization to Start Work	Informal Bid May be Required	
End Date	7/31/2030	
Contract Amount		
Contract Not to Exceed	2000000	
Highest Annual Amount	400000	
<i>**Pricing details, including annual limits, if any, detailed in Exhibit B**</i>		
Contract Documents		
☒ Exhibit A: Insurance Requirements ☒ Exhibit B: Scope of Work and Pricing Details ☐ Exhibit C: Additional Boulder County Offices and Departments Authorized to Issue Task Orders ☒ Exhibit D: FEMA Addendum _____ ☐ Exhibit E: _____ ☐ Exhibit F: _____		

Funding Source Information	
Funding Source for Contract	FEMA or ARPA Funds
Fund Availability	Yes - Funds available currently
OFS# for Associated Revenue Contract(s)	
Procurement Details – County Internal Use Only	
Procurement Process	Formal Procurement Number Provided (award info attached in supporting documents)
Formal Procurement Number	SOQ 150-25
Award Date	7/1/2025
Does this include new FTE's or require additional budget approval?	No
Accounting Details – County Internal Use Only	

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 Public Works the Offices and Departments listed in Exhibit C, if any ("County") and Synergy Disaster Recovery, LLC ("Contractor" or "Vendor"). 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 **Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that contractor-drafted documents, if any are incorporated, contain any obligations placed upon County and not otherwise contained in this Contract.

2. Authorization to Start Work:

Contractor acknowledges that this Contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. County may enter into agreements with other contractors who may compete with Contractor to receive individual projects. County may assign projects under \$10,000 at its discretion. The County will solicit informal bids or proposals for projects over \$10,000. If Contractor is selected for a project, County will assign work to Contractor through a written task order. County will provide notice of the task order to Contractor at the Vendor Contact Name and Email. The County uses written task orders to authorize the projects contemplated in this Contract; the County has no liability to compensate Vendor for the delivery of any goods or performance of any services that are not specifically contemplated in this Contract and then assigned through a task order.

3. Scope of Work: The Scope of Work is defined in Exhibit B – Scope of Work, which is incorporated by reference (“**Work**”). Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the **Work**. Contractor will perform all **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. For solicitations conducted by informal and formal procurement, the following are incorporated by reference: specifications in the formal procurement and the Contractor’s response to the specifications to the extent that they are responsive to the specifications.

4. Time to Complete Work: Contractor must complete all **Work** before the **End Date** of this Contract and in compliance with any additional timing requirements identified in Exhibit B – Scope of Work. Any extension of the **End Date** requires a written amendment, which may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. Any amendment may require the Contractor to provide a then-current Certificate of Insurance to the County that complies with the Insurance Requirements identified in Exhibit A of this Contract.

5. Payment for Work Performed (Not to Exceed): 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 Not to Exceed** amount identified above to Contractor in accordance with the **Contract Documents**. The **Highest Annual Amount** expects the maximum amount that the County expects to pay in any one fiscal year; the County is not obligated to pay this amount in any fiscal year.

6. Invoicing and Payment:

a. W9 and Invoice Template: Contractor will promptly provide a copy of its Form W-9 dated within 12 months of the request and the vendor’s invoice template to County upon request.

b. Required Invoice Components: All invoices submitted require the following components:

- i. Payment Remittance name and address matching the **Vendor Mailing (“Remit To”) Address** unless County’s Office of Financial Management approves a different address in writing;
- ii. Detailed description of any good(s) and/or service(s);
- iii. Date(s) of service(s);
- iv. Date(s) of delivery of good(s);
- v. Itemization of labor and materials costs;
- vi. “Bill to: Boulder County” with the applicable **Office or Department Accounting Email** identified;
- vii. Date of Invoice;
- viii. Unique Invoice Number; and
- ix. Total Amount due.

c. Where to Submit Invoices: Contractor must send all completed invoices to the **Primary Office or Department Accounting Email** in the **Summary** or **Additional Office or Department Accounting Email** in **Exhibit D**, as applicable.

- d. Deadline to Submit Invoices: Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any part of the **Work** performed in the prior calendar month. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract will relieve County of its obligation to make timely payment. Further, County will have no liability for any financial obligations under this Contract if Contractor fails to submit an adequate invoice to the County by January 15th of any calendar year for **Work** performed in the previous calendar year. County has sole discretion to determine adequacy of an invoice pursuant to this paragraph 6. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph.
 - e. Payment: The County may pay invoices via check or ACH. ACH is preferred. To receive an ACH payment, the Vendor must provide the County's Office of Financial Management a voided check or bank verification letter.
 - f. No Waiver: County's acceptance or payment of an invoice will not constitute acceptance of any **Work** performed under this Contract.
7. No Additional Services: In order for Contractor to provide additional services for additional compensation beyond the initial **Contract Not to Exceed** amount, the Parties must first execute a written amendment before the then-current **End Date**. A written amendment may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. If necessary, the written amendment will incorporate an updated Scope of Work and/or updated Insurance Requirements. The County is not liable for delivery of any goods or performance of any services not specified in **Exhibit B - Scope of Work**.
8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the **Work** strictly for the purposes of minimizing inconvenience to the County and interference with County operations.
9. Indemnity:
- a. General: 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 negligent actions, negligent omissions, or willful misconduct of, or breach of Contract by, Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control.
 - b. Confidential Information: This indemnification obligation will extend to costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys fees and related costs) based on Contractor's unauthorized use or disclosure of any confidential information, including the confidential information described in paragraph 46 of this Contract.
 - c. Intellectual Property: This indemnification obligation will extend to costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys fees and related costs) in relation to any claim that any Work Product, deliverable, good, or service provided by Contractor under this Contract, or use thereof, infringes on any intellectual property right.

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- d. Accessibility This indemnification obligation also extends to all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys fees and related costs) incurred by any Indemnified Parties in relation to Contractor's failure to comply with §§ 24-85-101 *et seq.*, C.R.S. or the Accessibility Standards for Individuals with Disability as established by the Office of Information Technology pursuant to Section 24-85-103(2.5), C.R.S.
- e. County will not be obligated to indemnify or defend Contractor under any circumstances.
- f. Contractor's obligations under this provision shall survive expiration or termination of this Contract.
- g. 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 maintain a file of all information and reports, including documents, records, communications, notes, and other materials relating to the **Work**, until the last to occur of: (i) the date three years after the date this Contract expires or is terminated; (ii) the resolution of any pending Contract matters; or (iii) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved. 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. Contractor is responsible for all costs and expenses related to Contractor's compliance with this section.

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. See C.R.S. 29-1-110(2). County has reason to believe that sufficient funds will be available for the duration of the Contract. 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.
- c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **End Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor; (2) protect and preserve any property or serviceable materials belonging to the County; (3) protect and preserve property in the possession of Contractor in which the County has an interest; and (4) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the **End Date** or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs and Obligations in Event of Early Termination: If County terminates this Contract before the **End 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. Contractor will not incur further obligations or render further performance past the date of the notice to terminate, and will terminate outstanding orders and subcontracts with third parties. At the request of County, Contractor will assign to County all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Contractor will deliver all completed Work and all Work that was in the process of completion to the County at the County's request.

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, including in Exhibit B – Scope of Work), 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. No Conflicts of Interest:

- a. Real: 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. A conflict arises when a Contractor or Subcontractor's employee, officer, or agent offers or provides any tangible personal benefit to an employee of the County, or any member of the employee's immediate family or the employee's partner, related to the award of, entry into, or management or oversight of this Contract.
- b. Apparent: Contractor acknowledges that even the appearance of a conflict of interest may be harmful to the County's interest. Absent the County's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.
- c. Disclosure to County Required: If a conflict or the appearance of a conflict arises, or if the Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, the Contractor will notify the County immediately via email to finance@bouldercounty.gov

- d. Acknowledgment of Ethical Principles for Employees and Officials: Contractor acknowledges that all County employees and officials are subject to certain ethical principles with respect to Contractor, including the ethical principles described in Colorado Revised Statutes Section 24-18-105, the requirements of Colo. Const. Art. XXIX § 3, and County policy.

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 Name and Email** specified in the **Summary**. For contracts with an additional Boulder County Office or Department, Contractor must provide all notices to both the **Primary Contact Name and Email** and **Additional Contact Name and Email** listed in Exhibit C. 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, Contractor's performance of its obligations, and delivery of all services and products hereunder, are subject to all statutory requirements, as well as any rules promulgated thereunder, that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to:

- (1) 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);
- (2) C.R.S. § 8-17-101 et seq.;
- (3) C.R.S. § 18-8-301, et seq.;
- (4) C.R.S. § 18-8-401, et seq.; and
- (5) C.R.S. §§ 24-85-101, et seq., regarding accessibility of electronic information for individuals with a disability. Contractor must comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Upon County's request, Contractor will provide proof of compliance from an industry-accepted tool to demonstrate its compliance to the State's Accessibility Standards via a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

21. No Suspension or Debarment: Contractor certifies and warrants for the duration of the **Work** and the duration of the Contract, 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 modified or 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 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. No Waiver: 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 and Survival: 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. In addition, any provision of this Contract that imposes an obligation on a Party after the termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

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 a beneficiary Department or Office 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 except that any State or Federal requirements contained in any Contract Documents will override all other Contract terms. The County will not be subject to (a) provisions included in any terms appearing on Contractor's website or incorporated into any click-through or online agreements related to the **Work** unless such provision is specifically referenced in this Contract, or (b) Contractor-provided standard terms and conditions in any Contract Document.

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

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- 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: Except as otherwise specified in Exhibit B – Scope of Work, 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. If Contractor will be driving as part of the Work, Contractor must have an automobile insurance policy that has at a minimum the basic coverage required by Colorado law.
33. Funding Source Compliance: This Contract may be funded by federal, state, or other sources. Contractor must take all necessary steps to ensure compliance with all requirements set forth by all applicable funding sources.
34. Litigation Reporting: Contractor represents that 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 or initiates any action impacting this Contract or the Work contemplated by this Contract.
35. 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.
36. 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 or Office 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.
37. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title, and interest in and to any Work Product.
38. 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.
39. 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.

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40. Limitation on Public Statements and Lobbying Activity: 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.

41. 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 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.

42. 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.

43. 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.

44. Stormwater Procedures: Any **Work** that has the potential to discharge pollutants into the environment is subject to Boulder County's Municipal Separate Storm Sewer System ("MS4") Permit and must adhere to Boulder County's Stormwater Standard Operating Procedures ("SOPs") found at the following link and which are incorporated into this Contract by reference: <https://assets.bouldercounty.gov/wp-content/uploads/2024/07/municipal-operations-stormwater-standard-operating-procedures.pdf>. As applicable, all **Work** performed by Contractor must comply with the SOPs.

45. Insurance: Contractor must obtain and maintain insurance as described in Exhibit A. Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage for each type of insurance identified in Exhibit A. 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 **Primary County Contact Name and Email** listed in the **Summary**.

46. Data and Cybersecurity Requirements: Contractor must comply with the following requirements, to the extent applicable:

- a. Personal Identifying Information and Personal Information Responsibilities: Contractors with access to personal identifying information (PII) or personal information (PI) of Colorado residents, including County employees, or County systems with access to that data must implement and maintain security, consent, and marketing procedures and practices to protect that data in accordance with Colorado privacy statutes, C.R.S. § 24-73-101 et seq. Contractor must be willing to attest that it is compliant with Colorado privacy statutes. Legal requirements may differ based on the agreed-upon **Work** to be performed.
- b. Purchasing Card Industry (PCI) Compliance: Contractors that perform services related to purchasing cards must deliver products and services in strict compliance with the Payment Card Industry Data Security Standard (PCI-DSS). The design and standard implementation of Contractor's products and services must not result in the need for the County to implement compensating controls to maintain the County's compliance with the PCI-DSS. Contractors executing payment processing services on behalf of the County must provide County with access to documentation of its Purchasing Card Industry Data Security Standard Attestation of Compliance (PCI-DSS-AOC).
- c. Criminal Justice Information Systems (CJIS): Contractors with access to state or federally derived background check data or County systems with such access agree to deliver products and services that strictly comply with the FBI's CJIS Security Policy. Without limiting Contractor's obligations hereunder, Contractor agrees to cooperate with County procedures for CJIS compliance that may include, but are not necessarily limited to, background checks and fingerprinting. Contractor is responsible for all CJIS compliance requirements and all costs related thereto.
- d. Health Insurance Portability and Accountability Act (HIPAA): Contractors that require access to Protected Health Information (PHI) or County systems that contain PHI must enter into a HIPAA Business Associate Agreement with Boulder County prior to obtaining the necessary access.
- e. Children's Online Privacy Protection Act (COPPA): Contractors with access to PI about any child(ren) under the age of thirteen (13) or County systems that contain such data must implement and maintain security, consent, and marketing procedures and practices in accordance with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq. See 15 U.S.C. § 6501(8).

- f. Hosted Information Technology Services (Software, Data, or Infrastructure): Contractors providing hosted information technology services for the County must provide documentation attesting to their reasonable security procedures, as well as any non-confidential specific industry attestation (such as a SOC2 Type 1 report) documentation. Contractors providing hosted information technology services agree to maintain an incident response practice to protect hosted County resources.
- g. Data Confidentiality and Integrity: Contractors who host or have access to County data must control for the integrity and confidentiality of that data by implementing logging, access control, least privilege, encryption in transit, and encryption at rest. Any multi-tenant solution must enforce the strong separation of County data and systems from those of other customers. Contractor agrees to securely delete all County data within its environment within 90 days after the termination of the parties' agreement or the retention period required by law, whichever is longer. Contractors with access to County access control or authenticity mechanisms (passwords, encryption keys, certificates, or application program interface (API) keys) or who generate them on behalf of the County must implement reasonable security practices to protect the confidentiality of that data. Exposure of a County access control or authenticity mechanism must be reported to the County within three (3) business days. If Contractor becomes aware that the security of any PII or PI may have been compromised, Contractor will, at its expense: (i) notify County in writing of the occurrence immediately; (ii) address the cause of the occurrence to the extent practicable; (iii) cooperate with County's efforts to respond to the occurrence, including sharing with County information relevant to the occurrence; and (iv) reimburse the County for expenses incurred due to the occurrence.
- h. Remote Access to County Resources: Contractors seeking external access to the County's technology resources must enter into a separate Connected Partner Agreement with Boulder County prior to obtaining such access.
- i. Federal Tax Information: Contractors with access to Federal Tax Information (FTI) or County systems that contain FTI data agree to deliver products and services that strictly comply with Title 45 Code of Federal Regulations (CFR), Parts 302, 303, 307.

[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. This Contract is effective upon signature.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓For Board-signed documents only↓↓		
Attest:	Initial of EO/DH	
Attestor Name:		
Attestor Title:		