



ADDENDUM #2
Community Services - Area Agency on Aging
Boulder County Area Agency on Aging Financial Assistance for Older Adults &
Caregivers
SOQ # 7228-21

May 5, 2021

The attached addendum supersedes the original Information and Specifications regarding SOQ # 7228-21 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.

1. Question: I am currently designing a program that would connect low income/resource solo agers with a professional healthcare agent. It would entail a direct financial payment to professional agents who would then act as healthcare agents for the solo ager in case of incapacitation. Will I be eligible to submit a bid?

ANSWER: No. The scenario described in the question does not meet the intent of the financial assistance dollars. The intent of the funds is to address a *variety* of client needs for services and supports. While we encourage scoping the focus of the funds to align with local programming, it is not intended to fund one particular service, nor is it intended for ongoing services.

That being said the Boulder County Area Agency on Aging is exploring opportunities to innovate and expand access to services that support aging in place. While this SOQ may not make sense for your situation, we are interested and open to partnerships and encourage non-profits and community-based organizations to connect with us about their ideas for projects that make Boulder County a great place to age!

2. Question: When the SOQ asks about my agency, it is asking about the City of Boulder or about my division, Older Adult Services?

ANSWER: Both.

3. Question: Will this PPT be sent to us?

ANSWER: Yes.

4. Question: The County's continuing client services contract has many clauses where the City of Boulder will not be able to comply. How will the County accommodate this?

ANSWER: The attached sample agreement reflects removal of the applicable clauses.

5. Question: If we apply and get approved, we use our funds and then seek reimbursement?

ANSWER: Yes.

6. Question: How to eliminate duplication of clients? What will agencies do to make sure clients aren't seeking assistance from multiple entry points?

ANSWER: As community partners we have done a good job of connecting the dots in those situations.

7. Question: The application indicated there are certain insurance requirements for us. Is this the case?

ANSWER: Yes, insurance requirements are noted in SOQ.

8. Question: Agencies would process the STA/RAP and expend out of our budget and then submit a reimbursement each time?

ANSWER: Reimbursements are requested and paid on a monthly basis for the prior month's service.

9. Question: What if there is a discrepancy between what we deem as an emergency and pay versus what the county defines as that?

ANSWER: Defer to your programming, the only things prohibited are medications and taxes.

10. Question: Will the restricted categories for STA be listed in the contract?

ANSWER: Yes, we can add that.

11. Question: Can you confirm the new application deadline as May 14? The portal states the earlier deadline.

ANSWER: Yes, the portal will be corrected.

12. Question: Should I go ahead and apply counting on the inter-government agreement?

ANSWER: We will add the inter-governmental template to the SOQ addendum. The IGA template for this agreement can only be used for contracts with other local governmental organizations, such as municipalities.

13. Question: Is there a limit per person that can receive funds or it each agency discretion?

ANSWER: It's at your discretion.

14. Question: Colorado Protective Services (CAPS) Checks required documentation – I could not find anything in the document that referred back to CAPS.

ANSWER: Per HB17-1284 Area Agencies on Aging (AAA) AND any agency or provider the AAA contracts with to provide services MUST request a check of Colorado's Adult Protective Services (APS) data system (called CAPS) prior to hiring an employee who will provide direct care to at-risk adults. The CAPS check will identify whether the employee has been substantiated in an APS case of causing physical abuse, sexual abuse, caretaker.

Per Boulder County policy, AAA contracted providers must perform CAPS checks for all new employees and requires CAPS check. Alternatively, providers may develop an internal policy that identifies which of its positions (do and do not) provide direct care to at-risk adults for any new employees hired to fill those identified positions...Key here are the definitions and your agency interpretation of "at-risk adult" and Direct Care". The full AAA CAPS check policy is provided with Addendum 2 to SOQ #7228-21.

Submittal Instructions:

Submittals are due for time and date recording on or before **2:00 p.m. Mountain Time on May 14, 2021.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **SOQ # 7228-21** in the subject line.

All proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their proposal is received on time at the stated location(s). Any proposal received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

May 5, 2021

Dear Vendor:

This is an acknowledgment of receipt of Addendum #2 for SOQ #7228-21, Boulder County Area Agency on Aging Financial Assistance for Older Adults & Caregivers.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ **Date:** _____

Name of Company _____

End of Document

SOQ
#7228-21

Pre-bid Meeting
April 27, 2021



Housekeeping

Please stay muted when not speaking

Use the chat for questions so that we can capture them

Questions answered after the presentation

Feel free to un-mute for follow up questions

Post-meeting addendum

Background



Prior success of program = community entry points!



Want to meet clients where they are, ensure connections to local resources



Faster payments



Current MOU was a pilot, planning for the long-term



Response to SOQ will inform process and next steps

Financial Assistance for Older Adults

Financial Assistance - direct supplier payments or client reimbursement for a variety of material aid needs or services.

Service by category:	Examples:
Assistive Technology	Electronic device, mobility aids/walker
Audiology	Hearing aids
Dental/Oral Treatment	Dental procedures and treatments
Emergency Assistance	Mortgage, rent, utilities, deposit; home maintenance, repairs, and modifications; auto repair, smoke detectors, clutter elimination, bankruptcy, eviction
Food	Dairy, grains, dry goods, fruits, vegetables, meat
Glasses/contacts	Payment for eyeglasses, contacts
Meal	Meal from a restaurant, grocery store, deli, or other meal provider

Client Eligibility – Adults age 60 and over who reside in Boulder County

Caregiver Financial Assistance - Respite

- **Respite**
 - Direct provider payment or reimbursement for services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers.
- **Types**
 - In-Home Respite – professional or friends/family
 - Community-based Respite – Adult Day or other professional provider (non-residential)
 - Institutional Respite – overnight or short-term stays
- **Client Eligibility**
 - Primary caregiver for older adult(s) age 60+, residing in Boulder County

Caregiver Financial Assistance

**NEW!*

Financial Assistance

- Direct supplier payments or client reimbursement

Types

- Services or goods that support the Caregiver or Care Recipient
- Examples: car repairs, self-care services, medical equipment and supplies, etc.

Client Eligibility

- Primary caregiver for older adult (60+), residing in Boulder County
- Grandparent (55+) raising a grandchild
 - Lives with the grandchild
 - Primary caregiver
 - Legal relationship

Addendum 1 Info-

Context

- Seeking to expand access, increase client choice, improve customer service, and make data driven decisions
- Request amounts for the SOQ will help us to gauge the need for Financial Assistance among older adults and caregivers in Boulder County, and in-turn accurately budget.
- Organizations that do not respond to the SOQ will still be able to refer client applications directly to bcaacompliance@bouldercounty.org

Addendum 1 Info-

Rationale

- **Client Choice-** Expand client choice, reduce client re-direction
- **Quality-** Improved customer service, streamlined client experience
- **Data-** Response to the SOQ will inform next steps and budget
- **Contracts-** Continuing Services Contract allows for additional funds, as available, without further amendments to the agreement



To submit OR not to submit?

SUBMIT if your organization....

- ✓ Currently provide services to older adults and caregivers
- ✓ Mission and programming aligns with provision of financial assistance
- ✓ Has identified local needs for financial assistance
- ✓ Refer to a continuum of community-based and client-directed services/programs based on client needs
- ✓ Background check staff that work with clients
- ✓ **Has the organizational capacity to make payments UP FRONT**
- ✓ Wants to maintain their own Financial Assistance budget
- ✓ Previously had an MOU for Short Term Assistance (not a requirement)

What if we don't respond?



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- First-come, first-serve for referred clients of community-based organizations
- Budget determined after SOQ and managed by BCAA
- Submit client applications which include individual invoices for direct supplier payments through Boulder County – *Like the current process for STA/RAP*

Boulder County Area Agency on Aging Employer CAPS Check Policy

OVERVIEW

The mission of the Boulder County Area Agency on Aging (BCAAA) is to deliver, fund, and advocate for services that promote well-being, independence, and dignity for older adults, people with disabilities, family caregivers, and veterans in Boulder County. Most services that are delivered and funded by the BCAA fall outside the scope of this Employer CAPS Check Policy. However, to adhere with the intent of the legislation, we have established the following Employer CAPS Check Policy and procedures as they relate to BCAA employees and BCAA contractors.

POLICY

Effective January 1, 2019, BCAA shall require CAPS checks for all new employees, regardless of position or job duties. BCAA shall require that all contractors request a CAPS check prior to hiring any employee that will provide direct care to an at-risk adult.

DEFINITIONS

"At-risk adult", pursuant to Section 26-3.1-101(1.5), C.R.S., means an individual eighteen years of age or older who is susceptible to mistreatment or self-neglect because the individual is unable to perform or obtain services necessary for his or her health, safety, or welfare, or lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his or her person or affairs.

"CAPS check" means a check of the Colorado Adult Protective Services data system pursuant to Section 26-3.1-111, C.R.S.

"Direct Care", pursuant to section 26-3.0-101(3.5), C.R.S., means services and supports, including case management services, protective services, physical care, mental health services, or any other service necessary for the at-risk adult's health, safety, or welfare.

PROCEDURE

- A. The BCAA shall perform a CAPS check for all new employees, regardless of position or job duties.
 - i. Senior Tax Worker: The supervising Program Manager, in collaboration with the Compliance Coordinator, shall determine if a CAPS check is required for any given Senior Tax Worker position.
- B. All BCAA contracts with contractors that provide direct care to an at-risk adult ("providers") shall include CAPS check requirement language consistent with this Policy.
- C. Providers must perform CAPS checks for all new employees. Alternatively, Providers may develop an internal policy that identifies which of its positions provide direct care to at-risk adults, as defined above, and that further requires CAPS checks for new employees hired to fill those identified positions.
 - i. Non-profit contractors may request reimbursement from the County for CAPS checks fees incurred in order to provide services under an existing BCAA contract between January 1, 2019 and June 30, 2019.
 - ii. Costs incurred after June 30, 2019 are not reimbursable.
 - iii. Contractor is prohibited from seeking reimbursement of this cost from the applicant/employee where Contractor has requested reimbursement from the County.
 - iv. For-profit contractors, and non-profit contractors who will not (or can no longer) request reimbursement from the County, may seek reimbursement of this cost from the applicant/employee.
- D. The following services delivered or funded by the BCAA are considered to be direct care to an at-risk adult and **shall** require a CAPS check for all new contractor employees providing such services:
 - i. Case Management;
 - ii. Adult Day Care;
 - iii. In-Home services, including Homemaking and Personal Care; and
 - iv. Mental Health Counseling.

INTERGOVERNMENTAL AGREEMENT

DETAILS SUMMARY	
Document Type	Choose an item.
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Choose an item.
Department	
Division/Program	
Mailing Address	
IGA Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
IGAor Contact Information	
IGAor Name	
IGAor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
IGA Term	
Start Date	
Expiration Date	
Final End Date	
IGA Amount	
IGA Amount	
NOTE: The IGA Amount is a not-to-exceed amount for the IGA Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this IGA.	
Brief Description of Work	
<p>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this IGA.</p>	
IGA Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. IGAor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – <i>County Internal Use Only</i>	
Grant funded?	Yes or No
SOQ Number	
Award Date	
If no SOQ No., bid process used	Choose an item.
COVID-19	YES or NO
Project #	
Purchasing Notes <i>(optional)</i>	

IGA Notes

Additional information not included above

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") 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 [Department] ("County") and [Supplier] ("IGAor"). County and IGAor are each a "Party," and collectively the "Parties."

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

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this IGA.
2. Work to be Performed: County will assign work on a project-by-project basis. County may enter into continuing services IGAs with other IGAors who will compete with IGAor to receive individual projects. IGAor will only be paid for projects awarded to IGAor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this IGA upon their acceptance by both Parties. **IGAor acknowledges that a continuing service IGA does not constitute a guarantee that IGAor will be awarded any projects or work of any kind.** Upon receipt of an assignment, IGAor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, IGA Documents**, and the project-specific documents mutually agreed upon in writing (the "Work"). IGAor 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 IGA.
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **IGA Term**.
4. Payment for Work Performed: In consideration of the Work performed by IGAor, and subject to conditions contained in this IGA, County will pay the **IGA Amount** to IGAor in accordance with the **IGA Documents** and mutually agreed upon project-specific documents.
5. Invoicing: IGAor will promptly provide a copy of its Form W-9 and invoice template to County upon request. IGAor must submit an invoice to the County by the fifteenth (15th) day of the month for any part of the Work completed in the prior calendar month. All invoices submitted require the following components: IGAor'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. IGAor 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 IGA may cause a delay in payment. County may recoup any damages incurred because of IGAor'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 IGA.

6. Extra Time to Complete the Work (Additional Time only): If IGAor cannot complete the Work by the **Expiration Date**, IGAor may request extra time to complete the Work. County, in its sole discretion, may grant IGAor additional time to complete the Work by sending a written notice of extension to IGAor. An extension of time to complete the Work will not entitle IGAor to additional compensation from County.

7. Extension of IGA Term (Additional Time and Work): Upon mutual agreement of the Parties, this IGA may be extended until the **Final End Date**. During any extended **IGA Term**, the terms of this IGA will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the IGAor will provide additional services for additional compensation beyond the initial **IGA Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. IGAor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this IGA, if any, prior to any extended **IGA Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which IGAor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. IGAor will otherwise set its own work schedule.

9. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. Nondiscrimination: IGAor 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. IGAor must require that its subIGAors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: IGAor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. IGAor will permit access to such representatives to IGAor'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 IGAor, IGAor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent IGAor: IGAor is an independent IGAor for all purposes in performing the Work. None of IGAor, its agents, personnel or subIGAors 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 IGAor or IGAor's employees. As an independent

IGAor, IGAor is responsible for employing and directing such personnel and agents as it requires to perform the Work. IGAor 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 IGA, 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 IGAor, or the appointment of a receiver or similar officer for IGAor 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 IGA or at law, including immediate termination of this IGA.

b. Non-Appropriation: The other provisions of this IGA notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to IGAor 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 **IGA Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this IGA without penalty by providing seven (7) days' written notice to IGAor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this IGA, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to IGAor.

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

15. Payable Costs in Event of Early Termination: If County terminates this IGA before the **Expiration Date**, IGAor's payments (and any damages associated with any lawsuit brought by IGAor) 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 IGAor incurred in connection with performing the Work prior to delivery of the notice to terminate. IGAor 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 IGAor fails to perform any of its obligations under this IGA, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedy provided by law or in this IGA), which shall survive expiration or termination of this IGA:

a. Suspend Performance: County may require that IGAor suspend performance of all

or any portion of the Work pending necessary corrective action specified by the County and without entitling IGAor to an increase in compensation or extension of the performance schedule. IGAor 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 IGAor to correct any rejected Work at the County 's discretion. Upon County 's request, IGAor must correct rejected work at IGAor'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 IGAor.

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

d. Removal: Upon County 's request, IGAor 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: IGAor 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 IGAor's obligations.

19. Notices: All notices provided under this IGA 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 IGA 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 subIGAor of IGAor upon notice of final settlement (required for public works IGAs 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. Public IGAs for Services (C.R.S. §§ 8-17.5-101, et seq.): RESERVED

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

23. Assignment/SubIGAors: This IGA may not be assigned or subIGAed by IGAor without the prior written consent of the County. If IGAor subIGAs any of its obligations under this IGA, IGAor will remain liable to the County for those obligations and will also be responsible for subIGAor's performance under, and compliance with, this IGA.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA 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. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this IGA becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA 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 IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. 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 IGA and the terms of any of the **IGA Documents** or the project-specific documents, the terms of the main body of the IGA will control.
30. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: IGAor represents and warrants the following:
- a. Execution of this IGA and performance thereof is within IGAor's duly authorized powers;
 - b. The individual executing this IGA is authorized to do so by IGAor;
 - c. IGAor 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 IGAor; and
 - d. IGAor and its subIGAors, 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 IGA.
32. Legal Compliance: IGAor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. IGAor is solely responsible for ensuring that its performance under this IGA 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 IGAor's performance, such as plans, designs, or other IGAor-drafted documents, shall not be interpreted to mean that IGAor has satisfied its obligations under this Section.
33. Litigation Reporting: IGAor is not currently involved in any action before a court or other administrative decision-making body that could affect IGAor's ability to perform the Work. IGAor

will promptly notify the County if IGAor 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. IGAor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on IGAor. County shall provide its tax exemption status information to IGAor 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 IGA, including but not limited to the authority to terminate this IGA.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by IGAor pursuant to this IGA ("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. IGAor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

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

38. Execution by Counterparts; Electronic Signatures: This IGA 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 IGA 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 IGA 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 IGA, IGAor 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, IGAor 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 IGAual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this IGA 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 IGAor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, IGAor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages IGAor to consider the procurement and use of environmentally preferable products and services while performing services under this IGA. "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 IGAor to incorporate the

following actions into IGAor'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 IGAOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN IGA, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO IGAOR. ANY IGAUAL LANGUAGE LIMITING IGAOR'S LIABILITY SHALL BE VOID.

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

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

44. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature Page to Follow]

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

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of IGAor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial</i>
Attestor Name:	
Attestor Title:	