



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.gov

**REQUEST FOR PROPOSAL
COVER PAGE**

RFP Number:

7493-23

RFP Title:

**Short-Term Rental Licensing &
Enforcement Services**

RFP Questions Due:

August 1, 2023 – 2:00 p.m.

Submittal Due Date:

August 10, 2023 – 2:00 p.m.

Email Address:

purchasing@bouldercounty.gov

Documents included in this package:

Proposal Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Evaluation Criteria
Sustainability Questionnaire
Signature Page
Attachment A
Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Community Planning and Permitting (CP&P) seeks a proposal from qualified vendors to provide monitoring of licensing and compliance for short-term and vacation rentals in unincorporated Boulder County.

CP&P initially adopted regulations for short-term and vacation rentals in 2008. Since 2008 short-term and vacation rentals have proliferated in ways that both benefit and burden unincorporated Boulder County. CP&P aims to balance those benefits and burdens, maintain housing stock and housing affordability, better address land use impacts of short-term rentals, and provide more enforcement of short-term and vacation rental regulations and requirements. In March 2020, the Colorado State Legislature passed bill HB-20-1093 authorizing counties to license short-term rentals. As a result, in 2020 the Boulder County Board of County Commissioners (BOCC) adopted a two-pronged approach to regulate short-term rentals: first, text amendments to the Boulder County Land Use Code and second, a Licensing Ordinance. These items will work together to regulate rentals in unincorporated Boulder County and balance the competing values of housing stock and affordability, a tourism economy, and the health, safety, and welfare of Boulder County residents. Boulder County updated Land Use Code regulations related to Short-Term Dwelling and Vacation Rentals in 2021. The final text amendments were signed by the Board of County Commissioners (BOCC) on January 5, 2021, and became effective February 7, 2021. Licensing for short-term rentals began on March 1, 2021, and compliance and outreach began in March 2022.

The Licensing Ordinance, No. 2020-01 attached as Exhibit A, aims to facilitate safe accommodations, address potential negative impacts to neighbors and communities, and provide more effective enforcement mechanisms for short-term rentals.

CP&P is issuing this Request for Proposals to help ensure compliance with the Licensing Ordinance and Land Use Code. To learn more about the Boulder County's short-term and vacation rental regulations please visit <https://boco.org/STR>. An update of the current regulatory scheme is underway.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.gov on or before **2:00 p.m. August 1, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **August 4, 2023**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 10, 2023**.

Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.

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. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

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.gov; identified as **RFP #7493-23** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, 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.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections, and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations,

corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/ Proprietary Information: Bids submitted in response to this "Invitation to Bid" and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

General Scope of Services:

The Contractor shall supply services to assist with enforcement of Boulder County's short-term and vacation rental Licensing Ordinance and Code regulations. The Contractor must be able to identify short-term and vacation rentals in **unincorporated** Boulder County and monitor those short-term and vacation rentals for compliance with Boulder County's regulations on a continuous basis for the term of the Contract.

1. Requirements

At a minimum, the Contractor must be able to:

- Identify and collect data (including terms of the rental, address, etc.) for each Short-Term and Vacation Rental in Unincorporated Boulder County;
- Describe the process and property monitoring system that will be used to identify Short-term and Vacation rentals and meet monitoring compliance;
- Monitor those identified short-term and vacation rentals for compliance with the Licensing Ordinance and Boulder County Land Use Code regulations;
- Provide notice to non-compliant short-term and vacation rentals regarding their status;
- Provide CP&P with accurate reports and data with specific information regarding type of rental (room or home), property owner, address of property owner, address of rental unit, and other information as requested regarding short-term and vacation rentals in unincorporated Boulder County.
- Provide scheduled reports to CP&P on-time as requested.
- Have available a staff member that is able to respond to Boulder County inquiries within 24 hours
- Field complaints from the public regarding short-term and vacation rentals in unincorporated Boulder County
- Facilitate the licensing process between property owners and CP&P
- Understand tax calculation and payments from licensed short-term and vacation rentals and be able to provide this information upon request within 24 hours.
- Provide booking data for short-term and vacation rental properties including number of nights rented per year, dates rented, and number of bookings per year.
- Provide requested reports and data in a format that CP&P staff can utilize in reports and violation letters.

2. Methods

The Contractor and CP&P will conduct an initial meeting to determine how continuous monitoring and reporting will be conducted for the duration of the Contract. This initial meeting will occur within two weeks of the Contract being finalized. The Contractor must be able to hold, at a minimum, quarterly meetings with CP&P to evaluate how the continuous monitoring is being conducted and be able to adjust methods as needed.

3. Quantity of Work

This RFP is for a continuing services contract. Short-term and vacation rentals must be continuously monitored and reporting on compliance must occur for the duration of the Contract.

4. Timing of Work

Work will begin when the contracts are signed and conclude one year from the date the contract is signed.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

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.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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.

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.

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 Insureds.

In regards to General Liability, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	Company Overview: Provide a brief history of your company and its organizational structure. Include any unique or noteworthy information about your company.
	Personnel and Qualifications: Summarize your company’s experience with similar requests. Provide of list of key personnel who will work on this Contract and their professional experience.
	Methods: Describe what services (including data collection and reporting abilities) you will be able to provide and how you will be able to apply them to unincorporated Boulder County. Include how these services address the requirements outlined in this RFP. Indicate how you will respond to challenges, changes, or issues in providing these services. Include information on how you will coordinate and communicate with CP&P staff.
	Pricing: Itemize your rates for each component of the services offered for monitoring and reporting, enforcement activities, etc. related to short-term and vacation rentals.
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar contracts your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Company Overview
- Personnel/ Qualifications
- Methods
- Pricing
- Compliance with Terms and Conditions
- References

A scoring matrix with the criteria to be used by the county in its evaluation and selection process is shown below. See “Submittal Section” above for details.

Description	Points
Company Overview	10
Personnel/ Qualifications	25
Methods	30
Pricing	20
Compliance with Terms and Conditions	5
References	10
Total Possible	100



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy?
Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.

- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan (must describe below)
- We are developing a Green Transportation Plan (must describe below)
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below)
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.

- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource Efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business’s bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing

organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

I am authorized to bid on my company's behalf.
 I am not currently an employee of Boulder County.
 None of my employees or agents is currently an employee of Boulder County.
 I am not related to any Boulder County employee or Elected Official.
 (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

ORDINANCE NO. 2020-01

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF BOULDER FOR THE LICENSING OF SHORT-TERM DWELLING RENTALS AND VACATION RENTALS WITHIN THE UNINCORPORATED AREA OF BOULDER COUNTY

RECITALS

- A. Boards of County Commissioners are empowered by C.R.S. § 30-15-401(1)(s) to “license and regulate” the short-term rental of residential Dwelling Units and to “fix the fees, terms, and manner for issuing and revoking licenses”; and
- B. The use of residential Dwelling Units as short-term rentals has grown drastically in the past decade; and
- C. The short-term rental of residential Dwelling Units can benefit communities by offering supplemental income to property owners, supporting the local economy through tourism and agri-tourism, creating local job opportunities, and fostering community between the short-term rental hosts and renters; and
- D. Studies and reports have concluded that short-term rental of residential property creates adverse impacts to the health, safety, and welfare of communities, including an increase in housing costs and depletion of residential housing opportunities for persons seeking full-time accommodations; and
- E. Boulder County has received numerous comments expressing concern about how the short-term rental of Dwelling Units might impact housing stock and the residential and rural character of Boulder County; and
- F. Boulder County “prioritizes preserving housing units for Boulder County residents and workers and their families and limits visitor- and tourism serving uses such as short-term rentals. The county evaluates applications for tourism serving uses based on safety for visitors and county residents in addition to compatibility with neighborhood character” as outlined in the Boulder County Comprehensive Plan Section 3.06; and
- G. This Ordinance intends to: (1) facilitate safe short-term rental of residential Dwelling Units in a way that balances the benefits and burdens on the local community; (2) preserve existing housing stock and protect housing affordability; (3) track, manage, and enforce violations of this Ordinance; and (4) protect the health, safety, and welfare of the public; and
- H. Cities and towns within the county may consent to have this ordinance apply within their boundaries, as provided in C.R.S §30-15-401(8).

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF BOULDER AS FOLLOWS:

Section 1: Definitions

- A. The definitions found in the Boulder County Land Use Code will apply to this Ordinance, except the following words, terms, and phrases will have the following meanings:
 - 1. Director: The Director of the Boulder County Community Planning & Permitting Department, or the Director’s designee.
 - 2. License: A Short-Term Rental License or Vacation Rental License issued pursuant to this Ordinance.
 - 3. Licensee: The person or legal entity who is issued the License.
 - 4. Licensed Premises: The parcel or lot on which the Short-Term Rental or Vacation Rental is located.

5. Major Offense: Any violations of this Ordinance that endanger the health, safety, or welfare of the public, as determined by the Director.
6. Minor Offense: Any violations of this Ordinance that are procedural or do not endanger the health, safety, or welfare of the public, as determined by the Director.
7. On-Site: Contiguous parcels or lots under the same ownership and control as the Licensed Premises.
8. Primary Residence: The Dwelling Unit in which a person resides for more than six (6) months out of each calendar year. A Dwelling Unit is presumed to not be a Primary Residence if (1) the entire unit is offered and available for rent for more than twenty days in any month; (2) the person's spouse or domestic partner has a different Primary Residence; or (3) the person's driver's license, voter registration or any dependent's school registration shows a different residence address. These presumptions are rebuttable, but each must be rebutted by credible evidence from the party claiming that the dwelling is a Primary Residence.
9. Short-Term Rental: Includes Primary Dwelling Short-Term Rentals and Secondary Dwelling Short-Term Rentals, as defined in the Boulder County Land Use Code.
10. Sleeping Room: Any rooms or areas within the Licensed Dwelling Unit that are intended to be used as a sleeping place for guests.
11. Vacation Rental: Defined in the Boulder County Land Use Code.

Section 2: License Required

- A. Local License Required. It is a violation of this Ordinance to operate a Short-Term Rental or Vacation Rental within the unincorporated area of Boulder County, Colorado, or any municipality which consents to the application of this ordinance within its jurisdiction, without a current Short-Term Rental License or Vacation Rental License.
- B. A property which is deed-restricted as affordable housing is not eligible for a License.
- C. Only one License of any type (Short-Term Rental License or Vacation Rental License) may be issued to each person and any legal entities associated with that person, including trusts, corporations, estates, or associations.

Section 3: Licenses

- A. Short-Term Rental License and Vacation Rental License: The Director is authorized to issue a Short-Term Rental License or a Vacation Rental License under the terms and conditions of this Ordinance. Licensees remain subject to all other federal, state, or local law requirements including the Boulder County Land Use Code.

Section 4: Licensing Procedure

- A. An application for a License must include:
 1. Application Form. Applicant must designate all agents, exhibit all property owner and Local Manager signatures, and have all necessary information completed.
 2. Proof of Insurance. Applicant must demonstrate that the proposed Licensed Premises is covered by appropriate insurance in the form of a property owner (HO-3) policy, dwelling fire (HO-5), or unit owner's policy (HO-6), which covers a rental exposure, with adequate liability and property insurance limits that must at a minimum insure liability at \$500,000.
 3. Proof of Primary Residence, if applicable. The applicant must demonstrate that the Dwelling Unit is the property owner's Primary Residence by presenting a Colorado state-

issued driver's license or Colorado state-issued identification card and at least one of the following documents:

- a. Voter Registration;
 - b. Motor Vehicle Registration;
 - c. Income Tax Return with address listed; or
 - d. Any other legal documentation deemed sufficient by the Director, which is pertinent to establishing the property owner's Primary Residence.
4. Proof of Ownership. Applicant must demonstrate ownership of the Licensed Premises by including a copy of the current deed.
 5. Parking Plan. Applicant must demonstrate compliance with the applicable Boulder County Land Use Code and Boulder County Multimodal Transportation Standards for On-Site parking.
 6. Floor Plan. The floor plan must show locations within the Dwelling Unit of all smoke detectors, fire extinguishers, and carbon monoxide detectors, as well as locations of Sleeping Rooms and egress, as required under Section 5 of this Ordinance and the applicable Building Code.
 7. Proof of Land Use Approvals. For Secondary Dwelling Short-Term Rentals and Vacation Rentals, documentation demonstrating that the applicant has obtained the required approvals under the Boulder County Land Use Code.
 8. List of Adjacent Owners. Names, physical addresses, mailing addresses, and additional contact information (if known) for owners of all immediately adjacent parcels.
 9. Payment. Payment of all applicable License fees.
 10. Property Taxes. For Vacation Rentals and Secondary Dwelling Short-Term Rentals, proof that property taxes have been paid to date.
 11. Sales Tax License. All Licensees will be required to remit all applicable taxes for the Licensed Premises, including state and local sales and use taxes. Applicant must provide one of the following:
 - a. An individual sales tax license number issued to the Licensee or Local Manager from the State of Colorado Department of Revenue; OR
 - b. Proof that the only platforms used to advertise and book the Licensed Premises remit taxes on behalf of the Licensee. Licensees may not advertise or book on web platforms that do not remit taxes on behalf of the Licensee without an individual sales tax license number.
- B. The applicant's failure to timely provide any requested information may be grounds for denial of the application.
 - C. The Director may refer the application to additional agencies or departments. On properties over which a Boulder County conservation easement has been granted, the Director will refer the application to the easement holder.
 - D. Notice. For Short-Term Rental Licenses for Primary Dwelling Short-Term Rentals, Boulder County will provide notification by U.S. Mail, first-class postage or email to all owners of immediately adjacent parcels when the License is issued by the Director.

Section 5: Licensing Requirements

- A. Before issuing a License, the Director must determine that the applicant has met following requirements:
 1. Land Use Approval. The applicant complied with all Boulder County Land Use Code requirements, as applicable.

2. Building Inspection. The Chief Building Official or the Chief Building Official's designee determined the following from an inspection:
 - a. For all Licensed Premises:
 - i. The Dwelling Unit to be rented contains:
 - (1) Operable fire extinguishers in each Sleeping Room and in the kitchen, or an Automatic Residential Fire Sprinkler System.
 - (2) Operable smoke detectors:
 - a. In each Sleeping Room;
 - b. Outside each guest sleeping area in the immediate vicinity of the Sleeping Rooms; and
 - c. On each additional story of the Dwelling Unit including basements and habitable attics.
 - (3) A UL 2075 compliant carbon monoxide detector installed outside of each separate guest sleeping area in the immediate vicinity of the Sleeping Rooms in the Dwelling Unit.
 - ii. The Dwelling Unit is served by water supplies that are in conformance with the regulations and requirements of the Boulder County Public Health Department, Colorado Department of Public Health and Environment, and the Colorado Division of Water Resources.
 - iii. Sleeping Rooms must be legally existing.
 - (1) Sleeping Rooms built prior to 1976 must have code conforming Emergency Escape and Rescue Openings.
 - iv. The Dwelling Unit has no observable structural defects;
 - v. Any plumbing, electrical, and heating and cooling systems in the Dwelling Unit are in a good state of repair; and
 - vi. Nothing on the Licensed Premises or in the Dwelling Unit pose a significant risk to the health, safety, or welfare of the occupants or surrounding properties.
 - b. For Vacation Rentals:
 - i. No unapproved uses, unpermitted uses, or unpermitted work exist on the Licensed Premises.
3. Wildfire Mitigation within Wildfire Zone 1. The Wildfire Mitigation Team or the Wildfire Mitigation Team's designee has verified the following:
 - a. For Short-Term Rental Licenses:
 - i. The Wildfire Mitigation Team completed a Wildfire Partners Assessment for the Licensed Premises; and
 - ii. Upon the first renewal, the Licensed Premises is Wildfire Partners Certified.
 - b. For Vacation Rental Licenses:
 - i. The Licensed Premises is Wildfire Partners Certified.
4. Parking and Access. The County Engineer or the County Engineer's designee has determined that the proposed Licensed Premises has satisfactory vehicular access and On-site parking facilities pursuant to the Boulder County Multimodal Transportation Standards and the Boulder County Land Use Code. The County Engineer or the County Engineer's designee has further determined that the applicant has suitably mitigated any traffic hazards associated with the proposed use.
5. Sewage Disposal. The Public Health Director or the Public Health Director's designee has determined that the proposed Licensed Premises has all required on-site wastewater

treatment system permits or is otherwise adequately served by public sewer. Existing systems do not need to be repaired or replaced unless required by Boulder County Public Health.

6. Building Lot. Verification that the Licensed Premises is a legal building lot under the Boulder County Land Use Code.

Section 6: Licensee Operating Standards and Requirements

A. All Licenses:

1. Occupancy Limit. Two adults per Sleeping Room with a maximum of eight individuals, or the occupancy limit of the permitted and approved on-site wastewater treatment system, whichever is fewer.
2. Guest Information. In the rented Dwelling Unit, the Licensee must provide the following documents to all guests:
 - i. Septic Safety information sheet provided by the county, if applicable;
 - ii. Wildlife Safety information sheet provided by the county, if applicable;
 - iii. Wildfire Safety information sheet provided by the county, if applicable;
 - iv. Local Fire restrictions, if applicable, and evacuation routes in the event of a fire or emergency;
 - v. Floor plan posted in a conspicuous location with fire exit routes for the Dwelling Unit;
 - vi. Good Neighbor Guidelines provided by the county;
 - vii. A map clearly delineating guest parking and the Licensed Premises boundaries;
 - viii. Contact information for the Local Manager and Licensee;
 - ix. Trash and recycling schedule and information;
 - x. An indoor radon gas testing report including the indoor radon gas testing results issued by a certified Radon Measurement Provider for the Licensed Premises. Indoor radon gas testing results shall be less than 5 years old and must be performed by a National Radon Proficiency Program (NRPP) or National Radon Safety Board (NRSB) certified Radon Measurement Provider. The Licensed Premises shall be retested for indoor radon gas every 5 years, and the most recent indoor radon gas testing report including the indoor radon gas testing results must be provided to guests.
 - xi. For Vacation Rentals: A HERS Certificate or Energy Audit must be completed for the Dwelling Unit by 2022 and thereafter, a copy must be provided to guests.
3. Outdoor Fires. If permitted under Licensed Premises, Local Fire Protection District, and Homeowner's Association rules, and not prohibited by local or state fire bans, outdoor fires must be limited to fire rings, stoves, grills, or fireplaces provided for that purpose.
4. Local Manager. Every Licensed Premises must have a local manager available to manage the Licensed Premises during any period when the Licensed Premises are occupied as a Short-Term Rental or Vacation Rental. The manager must be able to respond to a renter or complainant within one (1) hour in person. The manager may be the owner if the owner meets the above criteria. The local manager's name and contact information must be on file with the Director. The Licensee must report any change in the local manager to the Director as soon as practicable.
5. Signs. The Licensed Premises must comply with the signage requirements in Article 13 of the Boulder County Land Use Code.

6. Posting of License. The Licensee must provide a copy of the License to immediately adjacent neighbors and post the License in a prominent location outside of the Dwelling Unit for both guests and neighbors to see.
7. Advertisement. All advertisements and listings of the Licensed Premises must include:
 - i. The local License number;
 - ii. The approved occupancy limit; and
 - iii. The minimum night stay, if applicable.
8. Compliance with anti-discrimination laws. No Licensee may discriminate against any guest or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

Section 7: Inspection

- A. By signing and submitting a License application, the owner of the Short-Term Rental or Vacation Rental certifies that the Licensee has received permission from the property owner to allow inspections as may be required under this Ordinance. The owner authorizes the Director to enter upon and inspect the Licensed Premises. This section will not limit any inspection authorized under other provision of law or regulation. The Director will inspect the Short-Term Rental or Vacation Rental for compliance with the requirements of this Ordinance and any applicable conditions of approval prior to the initial License and at each renewal. The owner further authorizes inspections in response to complaints of violations as further specified in Section 12.

Section 8: Decision and Appeal

- A. Decision. Once the Director has completed a review of the application, the Director must either issue a License or issue a denial letter that specifies the reasons for denial.
- B. Appeal. Within ten days of any decision by the Director, the applicant or the Licensee may provide a written response by submitting a letter to the Director clearly stating its position. In response, the Director may make a final decision, request additional information, or conduct additional investigation prior to issuing a final decision. A final decision is appealable under Colorado Rule of Civil Procedure 106(a)(4). A Licensee may continue to operate during the pendency of an appeal. The Director may grant extensions of deadlines under this Article for good cause shown.

Section 9: Changes to an Issued License

- A. A Licensee must submit any proposal to change an issued License under this Ordinance to the Director. The proposal may be subject to the requirements under Section 4, up to and including re-application.

Section 10: Term of License or Permit; Renewal

- A. Term of License. Short-Term Rental Licenses and Vacation Rental Licenses will be valid for a period of two years (the License Period). A License will expire on the expiration date if the Licensee fails to submit a renewal Application prior to the expiration date of a License.
- B. Renewal of License. Before renewing a License, the Director must determine that the following requirements have been met:
 1. The Licensee has submitted an Application with the requirements listed in Section 4 above, at least 45 days before the expiration of the License. If the Licensee has not met

the requirements 45 days before the expiration of the License, the application will be subject to the application fees for a new license.

2. No violations of this Ordinance exist on the Licensed Premises. Renewal of any License is subject to the laws and regulations effective at the time of renewal, which may be different than the regulations in place when the Director issued the prior License.

Section 11: License Non-Transferrable

- A. No License granted pursuant to this Ordinance is transferable from one person to another or from one location to another. Any change of ownership of the Licensed Premises must be reported to the Director within 30 days of the transfer of ownership.

Section 12: Violations

- A. Each act in violation of this Ordinance is considered a separate offense. Each calendar day that a violation exists may also be considered a separate offense under this Ordinance.
- B. The Director is authorized to suspend or revoke a License and assess administrative penalties for any violation of this Ordinance.
- C. Determination of a Violation:
 1. The Director may investigate any complaints of violations of this Ordinance.
 2. If the Director discovers a violation of this Ordinance, the Director may charge the violator for the actual cost to the County of any follow-up inspections and testing to determine if the violation has been remedied.
 3. When the Director has reasonable cause to believe that a violation of this Ordinance exists on a premises, and that entry onto the premises is necessary to verify the violation, the Director shall make a reasonable effort to contact the Licensee, Property Owner, or Local Manager and request consent to enter and inspect the Licensed Premises. If the Licensee, Property Owner, or Local Manager cannot be contacted or if entry is refused, the Director may impose penalties or revoke the License.
- E. Issuance of Notice of Violation:
 1. Determination of Violation. If the Director determines that one or more violations of this Ordinance exists, the Director must provide notice of all the violations to the property owner by U.S. Mail, first-class postage or via email, a minimum of 30 days prior to the Director taking further action to impose penalties or to revoke the License.
 2. Stop Renting Order. If the violation involves an immediate threat of health and safety, the Director may, in writing sent to or posted in a conspicuous place on the Licensed Premises, order that all rental activity on the Licensed Premises cease until further notice from the Director. It shall be unlawful for any person to fail to comply with a Stop Renting Order.
 3. If violations of this Ordinance have not been resolved, or satisfactory progress towards resolution has not been made within a reasonable timeframe, the Director may impose an administrative fine, task law enforcement personnel with using the Penalty Assessment Procedure described in C.R.S. § 16-2-201 for violations of this Ordinance, or seek injunctive relief.
- F. Penalties for Violations
 1. Minor Offenses:
 - i. First Offense during License Period: \$150 fine
 - ii. Second Offense during License Period: \$500 fine

- iii. Third Offense during License Period: \$1,000 fine and one-year suspension of the License.
- 2. Major Offenses:
 - i. First Offense during License Period: \$750 fine
 - ii. Second Offense during License Period: \$1,000 fine and one-year suspension of the License.
- G. Appeal of Determination of Violation
 - 1. Hearing Before the Board of County Commissioners. If the Licensee files a written appeal with the Board of County Commissioners of the Director's Determination of Violation, issuance or the amount of a fine, or other penalty for a violation, within 10 days of the imposition of any fine or a written order suspending or revoking a License, the Board will schedule a hearing on the appeal, of which the Licensee will receive reasonable prior notice. The Board, based on the evidence in the record, may reverse or confirm the Director's determination whether a violation occurred. In addition, based on the evidence in the record, the Board may reverse, confirm, or adjust any remedy or penalty imposed by the Director. The Board, in its discretion, may also give the Licensee additional time to correct the violation(s), or may specify other means of correcting the violation(s) at the Licensee's expense. The Board's determination is a final decision appealable under Colorado Rule of Civil Procedure 106(a)(4).

Section 13: Fees as adopted in the Planning Review Fee Schedule

Section 14: Severability/Savings Clause

- A. If any provision of this Ordinance is found to be invalid by a court of competent jurisdiction, only the provision subject to the court decision must be repealed or amended. All other provisions must remain in full force and effect.

Section 15: Effective Date

- A. This Ordinance will be effective 30 days after publication following adoption on the second reading.

BOULDER COUNTY SAMPLE CONTRACT

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 [Department] ("County") and [Supplier] ("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, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
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. **Extra Time to Complete the Work (Additional Time only):** If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. **Extension of Contract Term (Additional Time and Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract 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. Contractor must provide a current Certificate of

Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

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. Contractor will otherwise set its own work schedule.

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.

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' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration 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 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 Contractor.

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 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 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. 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.

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:

Insurance Requirements:

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.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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.

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.

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 Insureds.

In regards to General Liability, additional insured status will be required at the time a contract is executed.

[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:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	