



**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT
BETWEEN
THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY
AND CITY AND COUNTY OF DENVER**

PREAMBLE

This Eligible Governmental Entity (EGE) Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between City and County of Denver ("EGE") and the Colorado Statewide Internet Portal Authority ("SIPA") established pursuant to §§ 24-37.7-101 et seq., C.R.S., with its office at 1300 Broadway, Suite 440, Denver, CO 80203.

SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties.

BACKGROUND

Pursuant to §§ 24-37.7-101 through 114, C.R.S., SIPA is created as a body corporate and political subdivision of the state to provide electronic information, products, and services to all state agencies, local governments, and members of the public, and, among other things, to give members of the public, state agencies, and local governments an alternative way to transact business. Pursuant to § 24-37.7-104(1)(q), SIPA is authorized to enter into agreements and contracts for electronic information, products, and services and all state agencies and local governments (as defined within § 24-37.7-101) are authorized to enter into and do all things necessary to perform any such arrangements or contracts with SIPA, including this EGE Agreement.

Neither Party is committing funds or required to perform services as part of this agreement.

SIPA has entered into certain contracts with its suppliers to provide electronic information, products, and services which will be available to EGE pursuant to this EGE Agreement, which includes the statewide internet portal managed by the statewide internet portal integrator, as defined in § 24-37.7-101, C.R.S. ("Portal Integrator").

GENERAL TERMS

SIPA will provide, through its suppliers, electronic information, products, and services to EGE pursuant to an Order under this Agreement ("Order"). An Order will be prepared for each electronic information, product, and service and mutually signed by SIPA and EGE.

SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in an Order under this Agreement. As mutually agreed upon in subsequent Orders under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the statewide internal portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information resides, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into an Order under this Agreement. Orders under this Agreement shall describe specific services and applications to be provided to EGE. EGE acknowledges that services and applications are usually offered by SIPA's suppliers. Orders shall cover the purchase of electronic information, products, and services from SIPA through the use of EGE funds. All Orders involving EGE funds may be approved by the EGE official with authority to execute such agreement. Orders shall contain specific time or performance milestones for SIPA's supplier(s), timelines for completion of relevant Orders, including design specifications and other criteria relevant to the completion of applicable Orders, criteria, and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Orders.
4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use suppliers to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Order under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this

Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Order under this Agreement will be subject to the terms and conditions of that document.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Orders) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its suppliers have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its suppliers shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall be the custodian of record. Neither SIPA nor its suppliers shall be deemed to be either the custodian of record or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement will constitute effective and binding execution and delivery of this Agreement.
10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its suppliers protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is

necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. SIPA must approve all requests from EGE CUSTOMERS for Electronic Information, Products, and Services pursuant to an Order under this Agreement.
12. This Agreement will commence on September 1, 2023, and will expire, unless sooner terminated, on September 1, 2028.
13. Notwithstanding any other provision of this Agreement, EGE's maximum payment obligation will not exceed Thirty Million Dollars (\$30,000,000.00) (the "Maximum Agreement Amount"). EGE is not obligated to execute an Agreement or any amendments for any further products or services, including any services performed by SIPA beyond that specifically described herein. Any services performed beyond those described here are performed at SIPA's risk and without authorization under this Agreement. EGE's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. EGE does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of EGE.

MISCELLANEOUS PROVISIONS

Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA and EGE shall adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

Access to Data. SIPA shall have no access to EGE's data, including but not limited to PII and information protected by FERPA and HIPAA. All EGE data shall remain in possession of EGE. If a SIPA supplier may have access to PII, the SIPA supplier will be responsible for ensuring compliance with any regulations related to such access.

PCI Compliance. If at any point during the term of this Agreement, EGE performs payment processing through SIPA and the Portal Integrator, EGE agrees to identify a single point of contact for the EGE and maintain up to date contact information.

The single point of contact will:

- Assign security responsibility to a primary person;
- Ensure security policies are developed or adhere to state security policies and are practiced;
- Maintain an Information Security Policy that addresses Information Security for employees and contractors;
- Annually respond to the Compliance Validation Assessment or appropriate self-assessment questionnaires (SAQ);
- Annually train employees on security awareness that includes but is not limited to credit card payment account handling procedures, device inspection, and how to report security incidents. An online training link will be provided to the point of contact by SIPA or the Portal Integrator annually;
- Maintain an Incident Response Plan;
- Notify SIPA and the Portal Integrator, as soon as possible, whenever a suspected Incident has occurred involving cardholder data or credit card reading devices;
- Maintain up-to-date contact information with the Portal Integrator; and
- Identify the payment flow for the payment solutions implemented within its organization.

These requirements will be updated in writing by SIPA and the Portal Integrator if PCI security requirements change.

The above responsibilities will apply to all EGE payment processing, regardless of the supplier providing the services. Any EGE contracting with a payment processor supplier that is not the Portal Integrator may be subject to additional responsibilities related to the completion of the annual SAQ. In that event, the EGE or the payment processing supplier is responsible for management of the SAQ process as relates to that portion of the application capturing payment card information.

EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of EGE, including the EGE Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at EGE's election in paper or electronic form, any pertinent books, documents, papers and records related to the SIPA's performance pursuant to this Agreement, provision of any goods or services to the EGE, and any other transactions related to this Agreement. SIPA shall cooperate with EGE representatives and EGE representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, EGE's Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require SIPA to make disclosures in violation of state or federal privacy laws. SIPA shall at all times comply with D.R.M.C. 20-276.

Website Accessibility. The Portal Integrator will comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the platform on which the website is built and hosted is compliant. EGE agrees to comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the content of any website provided by SIPA to EGE is compliant.

Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority
Attn: EGE Administrator
1300 Broadway, Suite 440
Denver, CO 80203
Phone: (720) 409-5634
sipa@cosipa.gov

If to EGE:

Chief Information Officer, Denver Technology Services
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

and

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

and to other address or addresses as the parties may designate in writing.

Third Party Beneficiary. EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its suppliers under which SIPA provides electronic information, products, and services to EGE.

Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

Insurance. At all times during the term of this Agreement, including any renewals or extensions, SIPA shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

Workers' Compensation & Employer's Liability Insurance: SIPA shall maintain coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

Commercial General Liability: SIPA shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

Automobile Liability: SIPA shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

This Agreement is entered into as of the day and year set forth above.

Contract Control Number: TECHS-202369095-00
Contractor Name: STATEWIDE INTERNET PORTAL AUTHORITY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202369095-00
STATEWIDE INTERNET PORTAL AUTHORITY

DocuSigned by:
Ajay Bagal
By: B5EFB5D277A84E2...

Name: Ajay Bagal
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)