

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023  
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

28. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.

29. Cooperative Purchase – Utilization by Other Governmental Entities. Any governmental entity within the state of Colorado may, subject to such entity’s governing laws, rules, and regulations, use the City’s competitive purchasing process as the basis to negotiate a contract with the Contractor for similar services. Any governmental entity that uses the City’s competitive purchasing process as the basis of award will be solely responsible for negotiating all terms of such contract with the Contractor and issuing their own contract documents. The Contractor shall be required to include in any contract with another governmental entity that is entered into under this cooperative provision a contract clause that will hold harmless the City from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the City’s Agreement. The City makes no guarantee of usage by other entities of this Agreement. Utilization of this cooperative provision by any other entity must not have a negative impact on the City’s level and/or quality of service.

29.30. Survival  
val: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

30.31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written above.

Signature Page Follows