

PUBLIC CONTRACT FOR SERVICES
Call When Needed (CWN) Helicopter Aircraft Services

THIS CONTRACT ("Contract") is made and entered into this _____, _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and a **10 TANKER AIR CARRIER LLC**, (a limited liability corporation authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities for providing mechanics, fuel, support, maintenance, crew and a helicopter aircraft for law enforcement, public safety, fire suppression, search and rescue; and

WHEREAS, the Contractor is the legal owner of a serviceable and operational aircraft ("Aircraft") as described in Exhibit A herein, subject to any Lender lien or liens; and

WHEREAS, the County desires to have CWN use of Contractor's aircraft and crew; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Debrah Schnackenberg, Emergency Management Director, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

A. General: The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution. The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other Contract in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

B. Special: The Authorized Representative, by written instructions issued to the Contractor, may make direction regarding the services to be provided by Contractor as may be necessary to accomplish the purposes intended to be provided under this Contract. The Authorized Representative shall have such further authority, if any, as may be specifically granted or authorized by the County or the Douglas County Sheriff to initiate or process change orders affecting the Contract costs or quantity of services to be performed hereunder. Contractor shall not commence any changed or increased services prior to receipt of the required duly executed change order or amendment.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED THOUSAND Dollars (\$100,000.00) for the term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **APRIL 10 , 2025** and terminate at 11:59 p.m. on **DECEMBER 31, 2025**. This Contract, at the option of the County, may be renewed for two (2) successive terms, if notice is given to the Contractor by the County on or before 45 days prior to the expiration date of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION-GENERAL: The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times,

employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

In the event the Aircraft is partially destroyed or damaged, the Contractor shall, in its sole discretion, either (i) fully repair the Aircraft in order that it shall be placed in at least as good condition as it was prior to such partial destruction or damage; or (ii) terminate this Contract. Within five (5) working days after the date of such partial destruction or damage, Contractor shall give written notice to County specifying whether Contractor has elected to fully repair the Aircraft or to terminate this Contract,

which termination shall be effective immediately upon such written notice from Contractor to County setting forth Contractor's election to so terminate this Contract.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Michael Alexander
Douglas County
Office of Emergency Management
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303.660.7589
Facsimile: 303.814.8790
E-mail: dschnacken@dcsheriff.net

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Telephone: 303.660.7414
Facsimile: 303.688.6596

and by the County to: 10 Tanker Air Carrier, LLC
3201 University Blvd, Ste 102
Albuquerque, NM 87106-5635
Attention: John Gould, President & CEO
E-mail: jgould@10tanker.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- | | |
|-----------------|---|
| 1 st | This Contract, Sections 1 through 28 |
| 2 nd | Request for Proposal (if applicable) |
| 3 rd | Exhibit C- Insurance Requirements |
| 4 th | Exhibit A- Scope of Services |
| 5 th | Exhibit B- Method of Payment |
| 6 th | Response to Request for Proposal (if applicable). |

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE CONTRACT: The parties acknowledge and agree that the provisions contained herein constitute the entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF CONTRACT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if the failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or actions of government authorities.

EXHIBIT A

SCOPE OF WORK

Contractor will tender a flightworthy Aircraft, crew and support services described in this Agreement at the Douglas County Moore Road Facility, 8500 Moore Road, Littleton, Colorado 80125, as described and subject to the conditions below.

The Contractor shall commit the Aircraft, related services and crew to the County on Stand-By basis, as follows:

1. Call When Needed ("CWN") Use: Contractor shall commit to providing the County the right to use the Aircraft, crew and support services without limitation, in compliance with FAA rules and regulations, subject to the availability of the Aircraft, crew and support services, as may be requested from time to time during the Term of this Agreement. CWN charges start when the Aircraft and crew are dispatched until released, portal to portal. It is understood that the Contractor's prior planned use of the Aircraft will take precedence over the County's use during CWN periods of time, as set and defined by the County.
2. The County shall provide Contractor with notice of its desire to use the Aircraft during any CWN period as far in advance of any given flight as possible, and in any case, at least twenty-four hours (24) in advance of a planned departure for such use, except it is understood that the County may request the use of Aircraft on an emergency basis where advance notice is not required. Requests for flight time shall be in a form, whether written or oral, mutually convenient to and agreed upon by the Parties. The County shall inform Contractor of:
 - a. Proposed departure point
 - b. Destination
 - c. Date and time of flight
 - d. The nature of the mission of the flight
 - e. Estimated date and time of return flight
 - f. Any other information concerning the proposed flight that may be pertinent to the flight mission
3. Contractor shall notify the County as to whether or not the requested CWN use of the Aircraft and Crew can be accommodated and, if not, the parties shall discuss alternatives if any are available.
4. The Contractor shall, at its own cost and expense, service, repair, maintain and overhaul, test or cause the same to be done to the Aircraft during the term of this Contract, in order to keep the Aircraft in good operating condition and appearance and to keep the Aircraft in such operating condition as may be necessary to enable airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations. The County shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Aircraft.
5. The Aircraft and crew subject to this Contract:
Boeing DC-10-30 (N17085, N522AX, N612AX, 603AX)
6. Upon dispatch of the Aircraft, crew and mechanics to the location specified by the County, the Contractor will act promptly to render the Aircraft operable and to transport the Aircraft

by flight to the point of operation. Upon arrival of the Aircraft at the point of operation, the Contractor will provide transport in the Aircraft as directed by the County, except that the Pilot in command shall have sole discretion to reject any proposed operation he deems unsafe.

7. If the Contractor becomes reasonably concerned that its personnel are not safe and/or endangered at the point of operation, the Pilot in command shall be entitled to immediately suspend operations and withdraw its personnel to a secure position.
8. Any maintenance and inspection of the Aircraft takes precedence over scheduling of the Aircraft by the County or any subcontractors authorized by the County, unless such maintenance or inspection can be safely deferred in accordance with applicable laws and regulations and within the sound discretion of the Pilot in command of the Aircraft. County is not responsible for the maintenance down time or repair when the Aircraft is not operational and Contractor shall not be paid for such down time.
9. Contractor will make reasonable efforts to ensure that the Aircraft is not operated in any unsafe manner or contrary to any manual or instructions for the Aircraft or in violation of the terms or conditions of any insurance policy covering the Aircraft or applicable law.
10. All pilots who operate the Aircraft for the County's flights, or for any users authorized by the County, shall have at least the minimum total pilot hours required by any policy of insurance covering the Aircraft and will meet or exceed all requirements under any policy of insurance covering the Aircraft.
11. Pursuant to Section 91.3 of the FAR, the Pilot in Command of such flight is responsible for, and is obligated and entitled to exercise final authority over the safe operation of the flight, and the parties agree that the Pilot in Command may, in the exercise of such authority, refuse to commence such flight, terminate such flight, or take any other flight related action that, in the judgment of the Pilot in Command, is required to ensure the safety of the Aircraft, the flight crew, the passengers, and any other persons and/or property.
12. The County and/or County's agents shall have the right to inspect the Aircraft or any documents related to the Aircraft at any reasonable time, upon giving Contractor reasonable notice, to ascertain the condition of the Aircraft and to satisfy the County that the Aircraft is being properly repaired and maintained in accordance with the requirements of this Contract. All required repairs shall be performed as soon as practicable after such inspection.
13. The Aircraft shall have and be in compliance with a current valid certificate of airworthiness issue by the FAA, and shall be airworthy according to the manufacturer's specifications and FAA regulations.
14. Contractor shall be solely responsible for any fines, penalties, or forfeitures relating in any manner to the operation, maintenance, or use of the Aircraft by the Contractor under this Contract.

**EXHIBIT B
METHOD OF PAYMENT**



10 TANKER AIR CARRIER, LLC

2025 DC-10 Airtanker Call When Needed (CWN) and Exclusive Use (EU)

Rate Sheet



Prepared for Douglas County Colorado

CWN Rate Table:

Item	Value
Aircraft Make/Model	Boeing DC-10-30
Aircraft FAA Registration (N-Number)	N17085, N522AX, N612AX, 603AX
Daily Availability	\$61,800
Rate per Flight Hour - Ferry (Dry)	\$15,000
Standby per hour (Home Base or Away)	N/A
Overnight rate per Crew (Flight or Main) member	Billed at Fed Rate

EU Rate Table:

Item	Value
Aircraft Make/Model	Boeing DC-10-30
Aircraft FAA Registration (N-Number)	N17085, N522AX, N612AX, 603AX
Daily Availability (150 day or longer)	\$59,225
Rate per Flight Hour - Ferry (Dry)	\$15,000
Standby per hour (Home Base or Away)	N/A
Overnight rate per Crew (Flight or Main) member	Billed at Fed Rate

Notes:

1. Rates do not include fuel. Fuel will be provided by Contracting Agency, or contractor can provide at cost. For planning purposes, fuel burn can be expected to be 2550 gal/hr.
2. Contracting Agency will be responsible for cost of retardant, retardant loading, and all applicable airport fees.
3. Contracting Agency will be responsible for providing lead plane.
4. Rates quoted are understood to include approved aircraft, crew, maintenance and insurance.

Questions may be directed to John Gould at (208) 258-0130.

10 Tanker Proprietary Information

3201 UNIVERSITY BLVD. SE, STE 102 ALBUQUERQUE, NM 87106-5635

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.