

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_ day of December, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **THE HAPPY CREW** (the “Beneficiary”), a not-for-profit organization authorized to do business in Colorado. The County and the Beneficiary are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the County is undertaking certain activities for suicide prevention; and

**WHEREAS**, the County desires to engage the Beneficiary to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Beneficiary 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:** Laura Ciancone, Douglas County Mental Health Division Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Beneficiary under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Beneficiary. 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 Beneficiary’s compensation, which are mutually agreed upon between the County and Beneficiary, shall be in writing and shall become part of this Contract upon execution.

The Beneficiary 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 Beneficiary shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Beneficiary and the County for the use and occupancy by the Beneficiary of any County facilities or space.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Beneficiary, and the Beneficiary 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 TWO HUNDRED FORTY THOUSAND DOLLARS and no/100 (\$240,000.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. 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 the Beneficiary. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Funding is requested in two categories.

**5. TERM:** It is mutually agreed by the Parties that the Term of this Contract shall commence \_\_ December 2024, and terminate no later than December 31, 2026. 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 Beneficiary in two lump sums throughout the Term. The first payment of \$132,300 shall be made concurrent with signing the lease to secure the space and provide the required 2-months deposit and 12-months of lease payments (paid in advance by the Beneficiary to the property manager for discount). The remaining funds (\$107,700) shall be released once the space is successfully leased, secured and ready for use by the Beneficiary. These funds include start-up costs, space buildout, operating costs and programming, and partnership items as outlined in Exhibits B and C . Payments will be made to the Beneficiary within thirty (30) days, or within a mutually agreed upon period after the County has received a completed invoice, or other documentation, from the Beneficiary. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Beneficiary's activities and services rendered, as the County deems appropriate to support the payments to the Beneficiary. The signature of an officer of the Beneficiary shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Beneficiary 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 Beneficiary 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 Beneficiary by placing the Beneficiary's own interests, or the interest of any party with whom the Beneficiary has a contractual arrangement, in conflict with those of the County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Beneficiary or any other person or entity whatsoever, for any purpose whatsoever. The Beneficiary 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 Contract; provided, however, that the Beneficiary need not indemnify or save harmless the County, its commissioners, officials, officers, directors, 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 Beneficiary is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Beneficiary to perform work under this Contract shall be, and remain at all times, employees of the Beneficiary for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Beneficiary and/or its designated agent(s). The Beneficiary acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Beneficiary or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Beneficiary shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**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 Beneficiary 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 Beneficiary 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 Beneficiary hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Beneficiary 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 its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Beneficiary shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

**13. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Beneficiary 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 Beneficiary pursuant to this Contract shall become the County's property. The Beneficiary 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 Beneficiary 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 Beneficiary.

**14. 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 Beneficiary to:                    Laura Ciancone, Douglas County Mental Health  
Division Manager  
4400 Castleton Court  
Castle Rock, CO 80109  
Ph: (720) 520-2497

with a copy to:                                E-mail: [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us)

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
Ph: (303) 660-7414  
Email: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

and by the County to:                    The Happy Crew, Inc.  
Attn: Amy Mays  
6668 Lynx Cove  
Littleton, CO 80124  
Ph: (303) 916-1515  
Email: [amy@thehappycrew.org](mailto:amy@thehappycrew.org)

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.

**15. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Beneficiary 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.

**16. 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 Beneficiary expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**17. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Beneficiary shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Beneficiary 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.

**18. 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.

**19. 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 Beneficiary, 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.

**20. ADVERTISING AND PUBLIC DISCLOSURE:** The Beneficiary shall not include any reference to this Contract or services performed pursuant to this Contract in any of the Beneficiary'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 County Manager, and the Board of County Commissioners.

**21. 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<sup>st</sup> This Contract, Sections 1 through 26
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit E- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Work
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Exhibit C- Project Budget
- 7<sup>th</sup> Exhibit D- Project Work Plan
- 8<sup>th</sup> Response to the grant application (if applicable).

**22. 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.

**23. ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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.

**24. INSURANCE:** The Beneficiary shall be required to maintain the insurance requirements provided in Exhibit E, attached hereto and incorporated herein by reference. The Beneficiary 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 Beneficiary's insurance coverage during the term of this Contract.

**25. COUNTY EXECUTION OF AGREEMENT:** 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.

**26. FORCE MAJEURE:** No Party shall be liable for failure to perform hereunder if such 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 action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Beneficiary have executed this Contract as of the above date.

**THE HAPPY CREW**

**BY: Amy Mays**

**ATTEST: (if a corporation)**

**Printed Name** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )

)

ss.

COUNTY OF \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

**Witness my hand and official seal**

\_\_\_\_\_  
**Notary Public**

**My commission expires:** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_  
**George Teal, Chair, Board of County Commissioners**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

\_\_\_\_\_  
**Arielle J. Denis**  
**Assistant County Attorney**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
**Megan Datwyler**  
**Risk Manager**

**DATE:** \_\_\_\_\_



**Exhibit A**  
**SCOPE OF WORK**

The County is partnering with The Happy Crew, a non-profit based in Littleton, Colorado through the Douglas County American Rescue Plan Act (ARPA) Suicide Prevention Grant Program to implement suicide prevention strategies targeting youth. The Beneficiary is requesting two lump sums throughout the Term. The first installment is requested within the 2024 calendar year in the amount of \$132,300 for one year lease payment in full. The remaining \$107,700 funds shall be released once the space is successfully leased, secured and ready for use by the Happy Crew. These funds include start-up costs, space buildout, operating costs and programming, and partnership items as outlined further on the Exhibits. The funds are anticipated to be released in the 2024 calendar year, or January 2025. Excerpts from The Happy Crew’s scope of work response in the grant application are included in the Exhibits to describe the elements that will be funded through this grant program. The County expects this scope of work to be executed during the funding Term.

**A. General Provisions**

The Douglas County Board of County Commissioners has awarded The Happy Crew funding to provide contractual leasing and equipment costs, operating funds for programming, space buildout for Happy Crew Coffee, and startup costs.

The following was submitted as a scope of work description by The Happy Crew in their ARPA Suicide Prevention Grant Program application and describes the Happy Crew Coffee model.

More specific use of the funds is outlined in Exhibit C.

**Geographic area and Demographics**

Our program will impact vulnerable teens in Douglas County, where our goal is to save teen lives in a state where the teen suicide rate is one of the highest in the United States. Our students come from all walks of life and cultural and socioeconomic backgrounds. At The Happy Crew, every member is valued and can find belonging.

**Scope of Work/Strategy**

The initial draw is to secure a lease for space for use of Happy Crew. This includes a 2-month security deposit and payment of a one-year lease up front, which allows favorable lease terms. The startup and operating budgets includes costs for running Happy Crew Suicide Prevention and Mental Health operations, the heart of which is our weekly crew meetings. Of our current student population, 34% are Castle Pines residents, 35.5% are from Highlands Ranch, 8.5 % are from Parker, 11% are from Lone Tree, and 11% are from Castle Rock.

Each week, students gather to connect, sharing joys, struggles, successes, challenges, feelings and emotions. Students create community while understanding that they are not alone;

others face anxiety, depression, sadness or dark thoughts. The more students are able to share these experiences, the more they realize that they are not alone, and that help is available.

We kicked off the 2024-2025 school year on July 29, training 20 student leaders over five weeks. We hosted our first Happy Crew meeting on September 9. We have seen an average of 60 students attend our weekly meetings (hosted 7 meetings to date), and each meeting draws in five or more first time students, created leadership opportunities for 20 students through our Happy Crew leadership program and are reaching students from three high schools in the Douglas County area. We also successfully hosted our very first parent night on October 3, 2024 where we had 43 parents join us for a firsthand experience of what takes place at our weekly student meetings and a very eye opening dialogue around the struggles teens are facing with Dr. Andreas Edrich.

Weekly meetings focus on navigating student mental health issues to equip them with resources to strengthen their mental health/wellness, with an emphasis on interpersonal connection tactics so students are equipped to identify when their peers could potentially be in a position of need or crisis. Resources and support are vital for our county, following recent news where our organization was informed of 2 Douglas County student suicides over fall break. As an organization, we firmly believe that when students are equipped with valid mental health tools, they are better able to manage stress, cope with anxiety, build resilience, and enhance their emotional well-being. These tools often include:

**Mindfulness and Meditation:** Practices that encourage awareness and relaxation, helping students manage stress and anxiety.

**Emotional Regulation Techniques:** Skills that help students identify, understand, and manage their emotions effectively, such as deep breathing, journaling, or cognitive reframing.

**Coping Strategies:** Healthy ways to deal with challenging situations, like problem-solving skills, time management, or seeking social support.

**Peer Support Programs:** Structured spaces where students can talk to each other and share experiences, reducing the feeling of isolation.

**Education about Mental Health:** Each Monday night, students learn a new mental health tool; a list is included below. Learning is kinetic based – students actively participate in active listening, composing haiku poetry, creating playdough characters and filming reels, writing and performing skits, drawing storyboards, and role-playing. At the end of each night, students fill out a form and answer how they will apply what they learned during the following week.

Having these tools ensures students can maintain their mental health while navigating academic and social challenges, fostering overall personal growth and success.

This operating budget is based on the 2024 operating budget and forecasted budget, which is attached for reference.

## **B. Reporting and Data**

- a. The Beneficiary will prepare and provide a progress report which captures activities, outputs and outcomes identified in the Work Plan as required by the County, and metrics from the 2021-2026 Douglas County Public Health Improvement plan if indicated, on a bi-annual basis, by July 30<sup>th</sup> for January to June activities, and by January 31<sup>st</sup> for July to December activities. The Beneficiary is required to report only activities, outputs and outcomes related to the funding received. The Beneficiary shall also prepare and provide a progress report ahead of contract renewal, if applicable, by October 31<sup>st</sup> each year.
- b. The Happy Crew is a Beneficiary of ARPA Revenue Replacement funds. Treasury Guidance (SLFRF Final Rule FAQs) indicate that, “Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6, “Revenue Replacement.” Treasury has determined that there are no subawards under this eligible use category. The Beneficiary acknowledges that these reduced reporting standards are subject to change at the discretion of the US Department of Treasury, and agrees to provide such financial, performance, compliance reporting and/or records in such form as may be requested by the County.

For this Contract, Douglas County staff shall:

- A. Schedule, at a minimum, twice a year check-ins with the Beneficiary, or as needed to address any Beneficiary questions, or issues as they arise, for example, billing, reporting, etc.
- B. Oversee contract management to include oversight and adherence to terms, reporting, amendments, and contract renewal.
- C. Review the Beneficiary’s invoices, ensure compliance with award requirements, and submit all invoices for approval and payment.

**Exhibit B**  
**METHOD OF PAYMENT**

- A. Reimbursement and budget are described herein. These are all federal funds provided via the American Rescue Plan Act (ARPA) and designated by Douglas County as Revenue Recovery.
- B. For services outlined in Exhibit A, the Beneficiary shall generate documentation monthly that is sufficiently detailed as defined by the County to substantiate expenses and support service provision, and maintain all documentation in an organized and auditable manner for four (4) years.
- C. Payments under the Contract shall not exceed the Contract Paragraph 4 Maximum Contract Expenditure for the Contract Paragraph 5 Term. The Beneficiary shall bill in two installments during the Term and be paid in a lump sum for each installment for approved expenses outlined below and in the Project Budget described in Exhibit C. The Beneficiary will reimburse the County its unspent funds unless given permission by the County to retain funding for alternative uses or to roll unspent funds from one year to the next.
- D. The Beneficiary may seek reimbursement for the items outlined in Table 1: 2025 below for the respective calendar year and expense category.

**Table 1: 2025 (Approximate period of performance: Contract execution – December 31, 2025)**

<b>Budget Category</b>	2-mo security deposit and 12-mo lease	Happy Crew meetings, leadership training, Valentine’s Day Celebration, parent meetings, fundraisers, coffee shop opening supplies and marketing	<b>TOTAL</b>
<b>Start-up Components</b>	\$132,300.00		\$132,300.00
<b>Supplies and Operating</b>		\$107,700.00	\$107,700.00
<b>TOTAL</b>			<b>\$240,000.00</b>

- E. Invoices and back-up documentation may only be sent via: a) secure email to [mhaccounting@douglas.co.us](mailto:mhaccounting@douglas.co.us) and the Douglas County Mental Health Division Manager at [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us), b) posted to the County's ARPA Suicide Prevention Grant Teams site to the Beneficiary's private channel, or c) mailed to:

Douglas County Human Services  
Attn: Laura Ciancone  
4400 Castleton Court  
Castle Rock, CO 80109

The Beneficiary must email [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us) when new invoices have been added to the Teams site or existing documents are edited on the Teams site.

The costs associated with the phases above are estimated to the best of the Beneficiaries ability. The overall award shall not exceed the contract amount, but the allocated costs may be moved from one phase to the other with the County's prior permission, as the project is underway. The Beneficiary's representative shall provide invoices and written documentation summarizing the shift, should that occur.

Happy Crew will continue fundraising through Colorado Gives Day, special events, merchandise sales, and reaching out to current donors. Currently Happy Crew has \$60,000 in pledges, specifically for the coffee shop.

**Exhibit C**  
**PROJECT BUDGET**

**[Included as an attachment]**

[DOUGLAS - ARPA SUICIDE PREVENTION BUDGET\\_ THE HAPPY CREW\\_FINAL.XLSX](#)

**Exhibit D**  
**PROJECT WORKPLAN**

**[Included as an attachment]**

[Douglas - ARPA Suicide Prevention Workplan\\_The Happy Crew\\_FINAL.xlsx](#)

**Exhibit E**  
**INSURANCE REQUIREMENTS**

The Beneficiary 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 Beneficiary, 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 Beneficiary 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 Beneficiary’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; 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 Beneficiary under this Contract.

**OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status.** The 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 Beneficiary 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 Beneficiary’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 Beneficiary’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the County, its



officers, officials, employees, or volunteers shall be excess and non-contributory to the Beneficiary's insurance.

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

**Waiver of Subrogation.** The Beneficiary hereby grants to the County a waiver of any right to subrogation which any insurer of said Beneficiary may acquire against the County by virtue of the payment of any loss under such insurance. The Beneficiary agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The Beneficiary 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. The County may require the Beneficiary 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 the County. The Beneficiary will indemnify the 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 the 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 Beneficiary must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

**Verification of Coverage.** The Beneficiary shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Beneficiary's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the 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 Beneficiary to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (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](mailto:risk@douglas.co.us)

**Subcontractors.** The Beneficiary shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Beneficiary shall ensure the County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The Beneficiary 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 Beneficiary to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

**Governmental Immunity.** The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Contract, 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 the County, its commissioners, officers, officials, employees or volunteers.

**Special Risks or Circumstances.** The 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.

## Appendix

### **The Happy Crew Mission**

The Happy Crew is a Colorado non-profit dedicated to teenagers. Our mission is to destigmatize teen mental health issues and prevent teen suicide.

Happy Crew is an organization created by Amy, Megan and Cole Mays and Paul Kuenne. Our history includes seven summers producing teen battle of the band competitions, a weekly middle school hang out at a local restaurant, and we transitioned to our current Happy Crew concept after 8 teens died by suicide in one school year in Douglas County, Colorado.

Suicide is the number one cause of death in Colorado for people aged 10-24. A recent study from Manhattan Mental Health Counseling reveals that Colorado is one of the worst states for youth's mental health. We aim to change these statistics and impact lives. After the loss of a Lacrosse player at Chaparral High School in 2015, Amy was contacted to speak to the team and help them navigate their devastation, grief, and anguish. Meetings began at Starbucks, quickly moved to a

local pizza place, and soon after, moved to Amy's house. Happy Crew began with six students in the spring of 2015 and has grown to over 171 students who attended at least five meetings during the 2023-2024 school year.

These original six students, determined to make a difference created Happy Crew, with one unified voice speaking: "No more on our watch". It was through the birth of Happy Crew that they met with peers in a relevant, authentic way, and grew awareness by handing out candy bars emblazoned with the words "YOU MATTER." Through listening, laughing, candy and connection, they started a movement where everyone belongs. Today, Happy Crew hands out stickers in the hall at school, giving crew members a vehicle to reach out and share the message: You matter, you belong!

Each Monday night, students gather for food, conversation, and kinetic learning of mental wellness tools. Playdough creations form the actors in reels about overcoming negative thoughts, haiku poetry focusing on challenging emotions is composed and performed, storyboards create ideas on how to say "no" to victim mentality... kinetic learning allows the tools to "stick" after a long day in class. Active listening is key to making space for deeper conversations, where thoughts, feelings, success, challenges and failure are shared without fear of judgment. Happy Crew students are careful to provide strict confidentiality within these groups, and trust is built every meeting. Active listening can lead to vulnerable sharing. If a student is concerned about any sign of depression or suicidal thoughts, an adult is always brought in for help. Meetings end with an evaluation of the topic and how students will incorporate the learning, and stickers are handed out to share with friends at school.

Happy Crew is impactful, as one of our leaders, Nathan shares, "'Happy Crew is a place, for me, where I belong and can express my emotions openly without any hesitation, whether I'm at a happy point in my life, or a low point, I always feel like Happy Crew is the place to be, from the awesome community built from a positive environment, everyone who comes to Happy Crew is always so supportive to everyone around them. Also Happy Crew has helped me become more social and less awkward when I am in challenging environments where I don't feel comfortable. I really believe that Happy Crew has strengthened my social mentality in every aspect."

Valentine's Day is just one example of how Happy Crew is providing the support that Nathan touched on above. Historically, Valentine's Day can often see a spike in teen depression, anxiety and suicidal thoughts. To combat potential risk of loneliness, Happy Crew goes BIG on Valentine's Day. We want EVERY teenager to know we want them to be our Valentine so this particular meeting consists of Chick-Fil-A, Krispy Kreme donuts and 200+ balloons, filling every room of the house. Students create and share valentines, and everyone leaves knowing they matter and belong. To ensure this sentiment is not lost, each student leaves this meeting with a Happy Crew collector series hoodie. Each year, these hoodies have a reminder message written on the lower left sleeve. One of these read:

*Crew = a group of people who have your back. Happy Crew is YOUR CREW.*

*Kākou = the Hawaiian value of inclusiveness - to speak the language of “we” meaning “all of us”, and “we are in this together”. You matter, you belong!*

Not long after Valentine’s Day this last school year, Amy received an early morning phone call. “Amy, I want you to know you saved my life last night. I’ve never experienced such darkness and hopelessness before. Now I understand why teenagers die by suicide. But, I had my hoodie on, and I kept reading and re-reading the words on the sleeve, and I am still here. Thank you.”

It was more than the hoodie of course; it was the community, the belonging, the crew that these students create each week. The desire is to bring more and more friends and other schools into the Crew, but we have outgrown Amy’s house! We have 80 bright orange folding chairs in the garage, and we are pressed to capacity. We have fire pits on the deck and around the lawn, so late spring, summer and fall gatherings are held outside. During winter months, we are packed into every space in the house – even meeting in small groups on the stairway! And, 95% of our students are from one high school! We want to grow and expand to offer all 5000 students within 4 miles of Quebec and Lincoln, and the additional 15,000 within 9 miles, access to Happy Crew’s community, giving each of them a place to belong. We need more space! In response to this need, Happy Crew is launching Happy Crew Coffee.

Happy Crew Coffee will be a community hub during the day, offering excellent coffee, fine baked goods, free internet, and a welcoming atmosphere where people are invited to “stay awhile”, a place where all are welcome, everyone matters, and everyone belongs. Guitars will hang on the walls for contemplative strumming, an art nook will allow students to create, a computer design suite will be available for creating reels, movies, you tube content and even finishing homework. Happy Crew will meet three nights a week, where students will learn vital mental health and wellness tools, and safe space will be created for students to share their thoughts and challenges, victories and failures with each other in small groups. Thursdays will be student resource focused, staffed with mentors, tutors, and other resources teens request. Friday nights will be filled with open mic nights, small concerts, student produced movies – the ideas are endless! Happy Crew will also offer parent seminars on Saturday morning, focused on teen mental health and wellness, communication tools, and ideas on relating to your teen.

Happy Crew is dedicated to ending teen suicide. Students will have access to professional counselors and mentors who will be in the shop daily from 4:00pm to close. If a teenager sends a text indicating, “I need help now!” they will receive a text back to meet a counselor in the office on site. All staff will be trained on mental health crisis protocols.