

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this 22<sup>nd</sup> day of March, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **CHANDLER ASSET MANAGEMENT, INC.**, a California corporation authorized to do business in Colorado (Chandler ).

### RECITALS

**WHEREAS**, the County is undertaking certain activities for the recommendation of investing County funds; and

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

**WHEREAS**, Chandler 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:** Dave Gill, Treasurer and Pat Neef, Chief Deputy Treasurer, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Chandler under this Contract.

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

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 Chandler’s compensation, which are mutually agreed upon between the County and Chandler, shall be in writing and shall become part of this Contract upon execution.

Chandler 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 Chandler 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 Chandler and the County for the use and occupancy by the Chandler of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to Chandler, and Chandler 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 Ten Thousand Dollars (\$110,000.00) for fiscal year 2022. 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 Chandler. 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 initial term of this Contract shall commence as of 12:01 a.m. on March 31, 2022 and terminate at 12:00 a.m. on March 30, 2023. Unless either Party gives notice at least ninety (90) days prior to the expiration of a term, this Agreement shall automatically renew for an additional one year term over the next four years for a total possible of up to five years. 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 Chandler based upon invoices submitted by Chandler, provided such invoices have been approved by the Authorized Representative. Payments will be made to Chandler within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from Chandler. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Chandler's activities and services rendered, as the County deems appropriate to support the payments to the Chandler. The signature of an officer of the Chandler shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of Chandler or any other person or entity whatsoever for any purpose whatsoever. The Chandler 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 this Contract; provided, however, that the Chandler 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:** Chandler is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by Chandler to perform work under this Contract shall be and remain at all times, employees of Chandler 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. ILLEGAL ALIENS:** If Chandler has any employees or subcontractors, Chandler shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Chandler certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Chandler will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Chandler shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Chandler that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Chandler has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. Chandler shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Chandler obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Chandler shall:

- (i) Notify the subcontractor and the County within three (3) days that Chandler has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Chandler shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Chandler shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If Chandler violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Chandler shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Chandler violates this provision of this Contract and the County terminates the Contract for such breach.

**11. 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.

**12. ASSIGNMENT:** Chandler 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 Chandler 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 Chandler hereunder.

**13. COUNTY REVIEW OF RECORDS:** Chandler 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. Chandler shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

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

**15. ASSIGNMENT OF COPYRIGHTS:** Chandler 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. Chandler 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.

**16. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to Chandler 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 Chandler pursuant to this Contract shall become the County's property. The Chandler 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 Chandler shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Chandler.

**17. 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 Chandler to:	Dave Gill Douglas County Treasurer 100 Third Street Castle Rock, CO 80104 E-mail: <a href="mailto:dgill@douglas.co.us">dgill@douglas.co.us</a>
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104
and by the County to:	Chandler Asset Management 6225 Lusk Boulevard San Diego, CA 92121 Email: <a href="mailto:ndragoo@Chandlerasset.com">ndragoo@Chandlerasset.com</a> Attn: Nicole Drago

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.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Chandler 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.

**19. 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. Chandler

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

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

**21. 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.

**22. 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 Chandler, 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.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** Chandler shall not include any reference to this Contract or services performed pursuant to this Contract in any of Chandler'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.

**24. 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 29
- 2<sup>nd</sup> Request for Proposal
- 3<sup>rd</sup> Douglas County Investment Policy (publicly available at: <https://www.douglas.co.us/documents/investment-policy.pdf/>)
- 4<sup>th</sup> Exhibit C- Insurance Requirements
- 5<sup>th</sup> Exhibit A- Scope of Services
- 6<sup>th</sup> Exhibit B- Method of Payment
- 7<sup>th</sup> Response to Request for Proposal (if applicable).

**25. 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.

**26. 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.

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

**28. 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.

**29. 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.

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**Exhibit A**  
**SCOPE OF SERVICES**

1. Authority of Chandler. Chandler is hereby granted authority to invest and reinvest all assets under its management in securities permitted by the Douglas County Investment Policy, subject to the prior approval of Authorized Representative. Such approval may be granted orally, by facsimile, or by email.
2. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to County such as account information, notices and required disclosures. County hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and County agrees that such notification will constitute "delivery". County further agrees to keep an email address for the Authorized Representative current at all times by promptly notifying Chandler of any change in email address(s).
3. Proxy Voting. Chandler will vote proxies on behalf of County unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide County with a description of the proxy voting procedures upon request. Chandler will provide information regarding how County's proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@Chandlerasset.com.
4. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that County has placed under its management. County shall appoint a custodian to take and have possession of its assets. County recognizes that the fees expressed above do not include fees County will incur for custodial services.
5. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.
6. Investment Advice. County recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts responsibly and in good faith, County agrees that Chandler will not in any way be liable for any error in judgment, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
7. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as either party may select. It is the policy and practice of Chandler to strive for the best price and execution, through a competitive bid process, and for commission and discounts which are fair in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or



dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.

8. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for County's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for County's account any securities which it may purchase or sell for other clients.
9. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.
10. Receipt of Brochure and Privacy Policy. County hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). County further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.

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

11. County shall compensate Chandler monthly an amount calculated on the average market value of County's portfolio, including accrued interest, in accordance with the following schedule:

<u>Assets Under Management</u>	<u>Annual Investment Management Fee</u>
First \$325 million	\$119,500 Fixed
Managed Assets over \$325 million	0.037 of 1% (3.7 basis points)
All Reporting Assets	\$12,000 Fixed

If County's managed assets exceed Three Hundred Twenty-Five Million dollars (\$325,000,000) for three (3) consecutive months, Chandler will apply an annual fee of 3.7 basis points on all managed assets over \$325 million. The applicable fee will begin after the third month of assets exceeding the threshold and continue until assets fall back under \$325 million in any monthly billing period.

The fees expressed above do not include any custody fees that may be charged by County's bank or other third party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. County is not required to pay any start-up or closing fees; there are no penalty fees.

**Exhibit C**  
**INSURANCE REQUIREMENTS**

CHANDLER 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 Chandler, 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 CHANDLER 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 CHANDLER 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 CHANDLER 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 CHANDLER 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 CHANDLER 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 **CHANDLER 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 CHANDLER 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.** CHANDLER or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CHANDLER or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CHANDLER 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 CHANDLER 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 CHANDLER 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 CHANDLER 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 chandler must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CHANDLER 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 CHANDLER 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 CHANDLER 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](mailto:risk@douglas.co.us)

**Subcontractors** Chandler shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CHANDLER 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.**

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

**CHANDLER ASSET MANAGEMENT, INC.**

BY: \_\_\_\_\_

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: \_\_\_\_\_

**INSTRUCTIONS**

Print out this page and then attach the signed and notarized page to this attachment icon.



**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Abe Laydon**, Chair

**Douglas County Commissioners**

**ATTEST:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Kristin Randlett**


**Clerk to the Board**

DocuSigned by:  


**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Dave Gill**  
**Douglas County Treasurer**


**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Doug DeBord**  
**County Manager**


**DATE: 3/10/2022**

**DATE: 3/10/2022**

**APPROVED AS TO FISCAL CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**


**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Carmen Jackson-Brown**  
**Sr Assistant County Attorney**

**DATE: 3/10/2022**

**DATE: 3/10/2022**

**APPROVED AS TO INSURANCE REQUIREMENTS:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Megan Datwyler**  
**Risk Manager**

**DATE: 3/10/2022**

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

**Chandler Asset Management Inc.**

BY: Martin D. Cassell

Printed Name MARTIN D. CASSELL

Title: CEO

DATE: 3/2/2022

ATTEST: (if a corporation)

M. R.

Title: Secretary

**Signature of Notary Public Required:**

STATE OF California )

COUNTY OF San Diego )

ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 20 22, by Martin D. Cassell.

Witness my hand and official seal

Trang Nguyen

Notary Public

My commission expires: OCT 30, 2024



**INSTRUCTIONS**

Print out this page and then attach the signed and notarized page to this attachment icon.