

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is entered into as of this ___ day of _____, 2024, by and between **the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **THE NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA “THE NATIONAL COUNCIL FOR MENTAL WELLBEING”** (the “Contractor”) a 501©(3) nonprofit association in Washington DC authorized to do business in Colorado. The County and the Contractor hereinafter are collectively referred to as the “Parties” and individually to as the “Party.”

RECITALS

WHEREAS, the County received a state American Rescue Plan Act (APRA) grant from the Colorado Department of Human Services, Behavioral Health Association (BHA) for a term ending December 30, 2024 to carry out certain community education, stigma reduction and suicide prevention activities; and

WHEREAS, the County posted a Request for Qualifications (RFQ), RFQ 64-23 Mental Health First Aid Certification and Instructor Trainings to solicit responses from qualified firms to provide Mental Health First Aid (MHFA) certification courses across Douglas County communities, and MHFA instructor training, and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; 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: Barbara Drake, (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 the Contractor.

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 agreement 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.

3. COMPENSATION: Subject to the Maximum Contract Expenditure 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 THREE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED Dollars and no/100 (\$351,600.00) for fiscal year 2024. 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 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 [REDACTED], 2024 and terminate at 12:00 a.m. on December 31, 2024. 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 for actual work performed throughout the Term. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received a completed invoice 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: The County cannot and by this Contract 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 Contract; provided, however, that the Contractor 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, its 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 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 Contractor and/or its designated agent(s). The Contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor 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 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 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 for internal use and government use as required by all applicable laws of the County.

14. 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 thirty (30) 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.

15. 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: Barbara Drake
100 Third Street
Castle Rock, CO 80104
E-mail: bdrake@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

and by the County to: Mojib Mir, Associate Contracts Administrator
NATIONAL COUNCIL FOR BEHAVIORAL
HEALTH, DBA, NATIONAL COUNCIL
FOR MENTAL WELLBEING

1400 K Street NW, Suite 400
Washington, DC 20005
Phone: (202) 495-4942
Email: MojibM@TheNationalCouncil.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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of the Contractor'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.

22. 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:

- 1st This Contract, Sections 1 through 27
- 2nd Exhibit E Request for Expression of Interest (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Work
- 5th Exhibit B- Method of Payment
- 6th CDHS BHA Award #24 IBEH 180485

- 7th CDHS BHA Request for Application RFA IBEH 2023000173 Community Investment Grant
- 8th Response to Request for Application RFA IBEH 2023000173
- 9th Exhibit D Response to the Request for Expression of Interest RFEI #064-23

23. 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.

24. 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.

25. 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.

26. 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.

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

NATIONAL COUNCIL FOR BEHAVIORAL HEALTH, DBA, NATIONAL COUNCIL FOR MENTAL WELLBEING

BY: CHARLES INGOGLIA

ATTEST: (if a corporation)

Printed Name Charles Ingoglia

Title: President & CEO

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**

ATTEST:

BY: _____

George Teal, Chair

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

**Andrew Copland
Director of Finance**

**Jeffrey Garcia
County Attorney**

DATE: _____

DATE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: Megan Datwyler

Exhibit A
SCOPE OF WORK

The County is partnering with the National Council for Mental Wellbeing (The National Council), a non-profit association based in Washington D.C., and through The National Council, Mental Health First Aid Colorado, to plan and implement a large-scale Mental Health First Aid (MHFA) certification training effort in Douglas County, Colorado. In addition, the County, The National Council and Mental Health First Aid Colorado will organize an instructor training course for Douglas County Health Department and Douglas County Library professionals. This is consistent with the response by Douglas County to the Behavioral Health Administration's (BHA) Community Investment Grant IBEH #2023000173.

Regarding MHFA certification, the County is partnering with local agencies who serve and support specific priority populations. Local data indicates that some people within these populations have increased/increasing rates of suicide, disproportionately high utilization of emergency services for mental health reasons and higher rates of suicidal ideation or disproportionate risk for suicide. As such, there is unique benefit to these communities to learn and utilize the skills taught by MHFA. The priority populations for this project are older adults, youth and young adults 18-24 years old, rural communities, middle-aged men, and the general adult population.

In addition to the County, The National Council and MHFA Colorado will interface with Aging Resources of Douglas County (ARDC), Arapahoe Community College Collaboration Campus (ACC), Castle Rock Senior Activity Center, Colorado State University (CSU) Extension Douglas County, Douglas County Libraries (DCL), Douglas County Health Department (DCHD), Douglas County Department of Human Services (DHS) Highlands Ranch Metro District (HRMD) and other interested partners as identified throughout the Contract term. This County partnership estimates training up to 1,600 people and providing up to 65 classes during the project period ending December 30, 2024. Additionally, as part of the grant sustainability plan, six individuals will be trained as MHFA instructors. Four Health Department employees and two DCL employees will become instructors so ongoing education opportunities will be provided across Douglas County communities in perpetuity.

This project is funded by a grant through the Colorado Department of Human Services, BHA. The County shall have an option to renew this agreement though does not anticipate renewal at the execution of this contract due to funding being time limited. The County's contract with the State Behavioral Health Administration (BHA) has an end date of December 31, 2024. This agreement and/or extension to the original period of a subject agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the services received during the preceding agreement period.

The Contractor will be provided a copy of the County's grant award by the DCMHI Coordinator prior to the execution of this Contract. The Contractor is considered a Subcontractor to the County's grant award. The Contractor's participation, responsibilities, resource contributions, services and data collection requirements are outlined in this Contract per 7 CONTRACTOR RECORDS, 18 B. GENERAL PROVISIONS, EXHIBIT C. II USE OF SUBCONTRACTS. Contractor should review the County's grant award to ensure understanding of requirements.

Project Goals:

The National Council, in partnership with MHFA Colorado, the County and its partners, will:

- Make available tailored, evidence-based MHFA training, and coordinate certified MHFA instructors, to teach specific target audiences and the support systems who serve, work and interact with them – up to 1,600 people and up to 65 classes (virtual, and in-person blended) – imparting the knowledge and skills to identify and understand common mental health conditions and substance use needs, and respond to individuals in need of support. Again, these priority populations and the associated MHFA modules are:
 - Adults (generally): Adult MHFA
 - Older adults: Older Adult Module
 - Middle-aged men: Adult MHFA
 - Transition aged youth and young adults 18 to 24 years old: Higher Education Module
 - Rural communities: Rural Communities Module
- Provide MHFA train-the-trainer/instructor certification to Douglas County Health Department and Douglas County Library staff. Work closely with the Douglas County Mental Health Initiative (DCMHI) Coordinator to organize an on-site training hosted by Douglas County.
- MHFA Colorado will, either directly, or indirectly via qualified MHFA instructors, provide administrative assistance to the County to include:
 - Identify, engage and schedule trainers for each session, including instructors qualified to teach the Older Adult, Rural Communities, Higher Education, Adult and Youth MHFA modules.
 - Successfully and fully register participants in scheduled MHFA courses. The National Council in partnership with MHFA Colorado and/or certified MHFA instructors will provide the County with a link to a registration page that can be posted to the County's website. The link will direct participants to a portal to register for training. Different tactics may be used for older adults to ensure ease of registration and increase participation from older adults.
 - MHFA instructor follow-up with registered participants to ensure pre-work is completed, if required, and any other necessary pre-training steps are completed so the delivery of training to registered participants is successful.
 - Communicating with each of the partnering community organization's designated point of contact ahead of each training will be completed by the instructors and/or MHFA Colorado. Instructors will coordinate with the designated on-site point of contact for set-up and tear-down before and after each scheduled training. The County and/or its partners will provide the designated point of contact's phone number and/or email address.
 - Attending bi-monthly to monthly meetings with the County and the partner collaborative to answer outstanding questions, coordinate the execution of trainings and manage training logistics.
 - Meet with the County as requested to manage project logistics.

- Providing the County and its partners in a timely manner with any action items that they must complete to ensure the smooth roll-out of each training and the initiative as a whole.

The National Council shall enforce the roles and responsibilities of MHFA Colorado, and ensure MHFA Colorado is executing the terms of this scope of work

- Carry out the scope within the term, from final contract execution to December 31, 2024, when the grant ends.

A. Reporting and Data

- a. The National Council will ensure the County has access to data necessary to evaluate the reach and impact of this significant training effort. Douglas County will utilize this data internally to monitor impact and update County leadership, as well as for progress reports due to the state on a quarterly basis.
- b. For required quarterly grant reporting The National Council will ensure the County has the following data by April 1, 2024; July 1, 2024; October 1, 2024; January 3, 2024. If one of these dates falls on a weekend, The National Council will provide data by the first following business day.
 - i. Number of clients served through program during the quarter (January – March 2024; April – June 2024; July – September 2024; October – December 2024).

For this Contract, Douglas County staff shall:

- A. Schedule, at a minimum, bi-monthly to monthly check-ins with the Contractor, or as needed to address any community partner, County or Contractor questions, or issues as they arise, for example, billing, reporting, training enrollment, training execution, etc.
- B. Oversee contract management.
- C. Review the Contractor’s invoices, ensure compliance with award requirements, and submit all invoices for approval and payment.
- D. Submit quarterly grant reports to include data provided by the National Council ahead of each report due date as outline in Scope of Work section A.b above.

**Exhibit B
METHOD OF PAYMENT**

- A. Reimbursement and budget are described herein. Funding is federal American Rescue Plan Act (ARPA) and designated by the state as Categorical.
- B. For services outlined in Exhibit A, the Contractor 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 maximum contract expenditure for the term. Contractor shall bill monthly for actual services rendered. No pre-payments or advances will be made.
- D. Contractor will be reimbursed for actual services rendered as outlined below to the County’s satisfaction. Contractor may seek reimbursement for the items outlined in Tables 1, 2 and 3 in alignment with the total grant budget for State Fiscal Years (SFY) 23/24 and 24/25, ending December 30, 2024.

Table 1: Overall Project Budget

Budget Category	MHFA Certification Training (1)	MHFA Instructor Training (1)	Total
Contractors/ Consultants	\$337,500.00	\$14,100.00	\$351,600.00

Table 2: MHFA Certification Training Budget

Training Description	Price Per Training (in-person 25 learners) (1)	Price Per Training (Virtual 25 learners) (1)	# in person*	# virtual*	TOTAL
Adult/Youth MHFA	\$5,500.00	\$4,500.00	36	29	Up to \$337,500.00
Higher Education MHFA	\$5,750.00	\$4,500.00			
Older Adult MHFA	\$5,750.00	\$4,500.00			
Rural Communities MHFA	\$5,750.00	\$4,500.00			

*Number of in person and virtual trainings may change. Total number of trainings may change.

Table 3: MHFA Instructor Training Budget

Training Description	Price Per Instructor	Administrative Cost per student	Total cost for student instructors	Total Administrative Cost	TOTAL
MHFA Instructor Course	Up to \$2,200.00	Up to \$150.00	Up to \$13,200.00	Up to \$900.00	Up to \$14,100.00

Table Notes

(1) For trainings, this is a fixed cost. Contractor will submit back-up documentation each month that verifies the expense. Below are fixed prices for providing private hosted instructor training, Adult/Youth MHFA, Older Adult, Rural Communities and Higher Education community certification courses

- E. Within a SFY, up to 10% of the funds may be moved from one budget category to another as follows:
 - a. The Contractor identifies the need and makes the request in writing to the DCMHI Coordinator
 - b. DCMHI Coordinator submits the request to the BHA, and
 - c. If approved that request and BHA’s written approval become enforceable features of this contract.

It is not anticipated that this will impact the Contractor or this Contract since all expenses are under a single budget line (Contractors/Consultants).

- F. Within a SFY, more than 10% of the funds may be moved from one budget category to another as follows:
 - a. The Contractor identifies the need and makes the request in writing to the DCMHI Coordinator
 - b. DCMHI Coordinator submits a contract amendment request to the BHA, and
 - c. If approved, the County will execute an Amendment to this Contract consistent with the County’s award amendment.

It is not anticipated that this will impact the Contractor or this Contract since all expenses are under a single budget line (Contractors/Consultants).

- G. Invoices and back-up documentation may only be sent via: a) secure email to mhaccounting@douglas.co.us and the DCMHI Coordinator at lciancone@douglas.co.us, or b) mailed to:

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

Exhibit C
INSURANCE REQUIREMENTS

The 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 Contractor, 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 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 Contractor’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 Contractor under this Contract.

OTHER INSURANCE PROVISIONS:

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

Verification of Coverage. The Contractor 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 Contractor’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 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 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

Subcontractors. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the 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 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.

EXHIBIT D
Response to the Request for Expression of Interest RFEI #064-23

(Included as an attachment)

EXHIBIT E
Request for Expression of Interest (if applicable)

(Included as an attachment)