

PUBLIC CONTRACT FOR SERVICES

THIS CONTRACT (“Contract”) is made and entered into this January 1, 2025 (“Effective Date”) by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and a **MJ Insurance, Inc. dba The MJ Companies**, (an Indiana corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities in connection with its employee benefit plans, policies, programs, and/or insurance coverages and intends to appoint a “broker of record”; 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: Laura Leary, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

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

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 the 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 accordance with recognized industry standards of care, skill, and diligence for the type of work being performed. 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:

In General. In lieu of receiving commissions from County's insurance carriers, the Parties agree that Contractor shall be compensated via a fee-for-service ("Fee" or "Fees"), as set forth in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein. If the County's insurance carrier is unable to net-out commissions payable in connection with a given policy, Contractor may, to the extent permitted by applicable law, collect and credit these amounts toward payment of the Fee.

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 Fifty Thousand Dollars (\$150,000.00) for the original Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the 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 the Contract shall commence as of 12:01 a.m. on the **Effective Date** and terminate at 11:59 p.m. on **December 31, 2025**. By mutual written agreement of the Parties, this Contract can be extended for up to four (4) additional one-year terms, and any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

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

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

8. INDEMNIFICATION/LIMIT OF LIABILITY: 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, directly resulting from or arising from Contractor's negligent acts or omissions, fraud or willful misconduct in performing the services under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence, fraud or willful misconduct of the County's commissioners, officials, officers, directors, agents, and employees.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN THIS SECTION 8 (above), EACH PARTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR.

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 agents. 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 of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared specifically and exclusively for the County by the Contractor in connection with this Contract shall be the property of the County ("Work Product"). Contractor agrees that Work Product are hereby deemed to be a "work made for hire" as defined in 17 U.S.C. § 101. To the extent that any of Work Product do not constitute a "work made for hire", Contractor hereby irrevocably assigns to County, in each case without additional consideration, all right, title, and interest throughout the world in and to the Work Product. At Contractor's expense, Contractor shall execute all paperwork in a form reasonably acceptable to Contractor and perform such actions reasonably necessary to secure County's rights in the Work Product. Notwithstanding anything to the contrary set forth in this Contract, Contractor will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by Contractor prior to the commencement of, or developed or acquired by us during (without reference to County's Confidential Information) or after, the performance of the services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by Contractor or our subcontractors in the course of providing the services (the "Intellectual Property"), and we shall not be restricted in any way with respect thereto. For clarity, Work Product is not Contractor's Intellectual Property. To the extent any Work Product incorporates any Intellectual Property, we hereby grant you a non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work Product internally in accordance with the terms of this Contract.

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. The Contractor shall be entitled to receive compensation in accordance with this Contract for any work completed pursuant to the terms of this Contract prior to the date 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: Douglas County
Attn: Laura M. Leary
Human Resources Director
100 Third Street
Castle Rock, CO 80104
Phone: (303) 663-6173
with a copy to: Facsimile: (877) 288-0401
E-mail: HR@douglas.co.us

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

and by the County to: MJ Insurance, Inc. dba The MJ Companies
Attention: Bryan J. Gross, VP of Legal + Compliance
571 Monon Blvd.,
Carmel, IN 46032
Telephone: 317 805 7531
E-mail: corporatedocuments@themjcos.com

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

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 the 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 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, the Assistant 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 29
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C - Insurance Requirements
- 4th Exhibit A - Scope of Services
- 5th Exhibit B - Method of Payment
- 6th Response to Request for Proposal (if applicable).
- 7th Exhibit D - Business Associate Agreement

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 CONTRACT: The Parties acknowledge and agree that the provisions contained herein constitute the entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized

Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

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

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

28. PERSONAL DATA: For purposes of this Contract, County is a Covered Entity and Contractor is a Business Associate as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Accordingly, the terms and conditions of Exhibit D, the Business Associate Agreement ("BAA"), are incorporated herein by reference. To the extent not pre-empted, excepted or exempted by HIPAA, Parties must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party's business and operations;

Providing immediate written notification to the Authorized Representative in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the

likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Authorized Representative, as requested.

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

29. MISC. TERMS.

Contractor's work product and services provided in connection with the Work (e.g., reports, summaries, quotes, analyses, recommendations, guidance, marketing, communications, compliance alerts, project deliverables, etc.) are highly dependent upon the accuracy, completeness, and timeliness of the data or information that Contractor periodically requests from County or its employees, officers, directors, representatives, vendors, contractors, or subcontractors thereof.

Contractor will use the information or data supplied by County or on County's behalf and Contractor shall not be required to independently verify the accuracy, completeness, or timeliness of such information, nor shall Contractor be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information that County supplied to Contractor or its subcontractors.

County is solely responsible for accepting or rejecting the placement of insurance carriers, third-party service providers, or other plan vendors.

Contractor does not act on behalf of any insurer or other third-party vendor, is not bound to utilize any particular insurer or third-party vendor, nor does it have the authority to make binding commitments on behalf of any insurer or third-party vendor. Contractor does not act on any representation or warranty that a coverage or service can be placed on terms acceptable to County or County's employees and dependents. Contractor is not responsible for an insurance carrier's solvency or ability to pay claims or for the solvency or ability of any plan service provider to provide services.

**CONTRACTOR IS NOT A FIDUCIARY FOR THE COUNTY'S BENEFITS PLAN(S).
CONTRACTOR DOES NOT PROVIDE LEGAL, ACCOUNTING, TAX,
EMPLOYMENT, OR INVESTMENT ADVICE.**

Exhibit A
SCOPE OF WORK

Strategic Planning

- Assist the County in short and long-term employee benefits strategic planning with a focus on cost, innovation and cultural fit
- Conduct an actuarial analysis of different strategic scenarios to best understand the financial impact on the County
- Support the evaluation of alternative strategies in order to help the County best select the most appropriate strategy for business and human capital needs
- Participate in County Board presentations as needed
- Provide information regarding trends and benchmarks in the benefits field
- Access to Aperture reporting to provide the County with program data driven oversight
- Helps the County create and maintain a competitive benefit program through ongoing review, validation and modification of the goals and objects of the benefit program
- Assist the County to create and maintain a competitive (cost and plan design) benefit program and provide benchmark data from like public entities
- Advise the County of market and business trends affecting the County employees and providing guidance toward

Underwriting/Actuarial

- Calculate rates and budget projections
- Analyze large claims
- Validate rates needed to cover insured plan liabilities
- Project effect of possible benefit changes on plan costs
- Assist the county by pricing and analyzing benefit change options for employee groups
- Analyze renewal action of vendors and negotiate favorable terms for the County
- Project effect of employee contribution changes on participants and renewal costs
- Modeling healthcare reform impacts
- Collect claims experience and participation data from vendors and the County, provide detailed quarterly reporting and analysis, meet quarterly (more often if needed) to review data, and bring forth recommendation to impact claims – as available based on carrier and funding arrangements
- Estimate plan incurred but not reported (IBNR) liabilities

Vendor Management

- Negotiate contracts, services, performance standards and renewals with vendors
- Review pertinent vendor contracts and other legal documents to ensure they accurately reflect negotiated benefits, services and terms
- Develop and manage vendor process and program improvement initiative
- Review carrier service levels and compare performance guarantees
- Participate in semi-annual vendor service meetings
- Attend open enrollment/benefits fairs as needed

Compliance

- Provide updates on pertinent proposed and enacted benefits legislation, including PPACA
- Monitor emerging trends in benefits and funding legislation
- Proactively provide guidance and application of legislative impact to benefit programs
- Research and answer questions regarding state and federal benefits regulations
- Provide support in the preparation of reports and leadership presentations
- Assist in answering questions related to COBRA and HIPAA

Seminars and ongoing staff training

- Access to all seminars, roundtables, executive forums, webcasts and symposiums
- One-on-one visits with experts from specialty practices, as requested

Competitive Bidding/Marketing Plans

- Identify potential vendors by comparing their services, pertinent experience, networks and financial strength
- Prepare bid specifications, request proposals and answer vendor questions
- Advise on alternate funding approaches
- Negotiate favorable proposal from vendors
- Analyze proposal and present marketing results to the County
- Arrange for interview and on-site visits with vendor finalists
- Assist the County in selection of vendors and implement new plans
- Review contract terms and establish appropriate performance guarantees

Wellness and Health Improvement

- Evaluate opportunities for wellness intervention programs
- Identify proper risk measurement and management tools
- Develop wellness program strategy
- Conduct wellness vendor reviews and select vendors
- Leverage vendor capabilities
- Conduct Health Management Assessment Survey and provide results compared to best practice

Employee Communications (printing, postage and/or shipping is not included)

- Webinars
- In Person Events
- Open Enrollment
- Year-Round Education

Exhibit B
METHOD OF PAYMENT

Core Service Compensation*

Pursuant to requirements in Section 6, the following payments will be made to the Contractor on a quarterly basis

January- December 2025	\$150,000
January- December 2026	\$150,000
January- December 2027	\$154,500
January- December 2028	\$159,135
January- December 2029	\$163,910

Optional Services Compensation

Other optional services or specially requested services will be performed at a cost agreed to in writing between the Parties before performance.

Method of Payment

Effective January 1, 2025, Douglas County will compensate the Consultant on a fee basis to be paid in equal quarterly installments.

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, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance 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 the 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 Contract 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:

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 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 Contractor's insurance (at least as broad as ISO Form ISO CG 20 01 04 13 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 Contractor'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 Contractor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with a 30-day notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor 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 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. The County may require the 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 the County. The Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

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.

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

MJ INSURANCE, INC.

BY: [Signature]

Printed Name: Bryan J. Gross

Title: VP, Legal & Compliance

DATE: 1/17/2025

ATTEST: (if a corporation)

[Signature]

Title: Secretary

Signature of Notary Public Required:

STATE OF Indiana

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 17th day of January, 2025, by Bryan Gross.

Witness my hand and official seal

[Signature]
Notary Public Sherry Gravens

My commission expires: 12/10/2030



INSTRUCTIONS

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