

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **INCEED, LLC**, authorized to do business in Colorado (the “Consultant”). 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 of asset management process improvement; and

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

WHEREAS, the Consultant 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: The Douglas County Senior Manager, Application Services, Jim Brown (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Consultant. This Agreement is only valid and applicable with regard to the placement of Mark Galeski.

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

The Consultant 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 Consultant 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 Parties for the use and occupancy by the Consultant 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 the Consultant, and the Consultant 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 FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$146,500.00)** for Fiscal Year 2025. 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 Consultant. 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 this **NOVEMBER 19, 2025**, and terminate at 12:00 a.m. on **NOVEMBER 18, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

7. CONFLICT OF INTEREST: The Consultant 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 Consultant 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 Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant 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 Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant 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 Consultant 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. The Consultant's indemnification obligations shall be limited to damages, liability, or costs to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, and shall not extend to the negligence of the County or its commissioners, officials, directors, agents, or employees. For clarity, Consultant's indemnification obligations shall be limited to damages, liability, or costs to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, agents or subcontractors, and shall not extend to the negligence of the County or its commissioners, officials, directors, agents, or employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

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

11. ASSIGNMENT: The Consultant 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 Consultant 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 Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant 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 Consultant 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 Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly.

The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

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

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

by the Consultant to:	Douglas County Government Attn: Jim Brown 100 Third Street Castle Rock, CO 80104 Telephone: 303-660-7327 E-Mail: jabrown@douglas.co.us
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Telephone: (303) 660-7414 Facsimile: (303) 688-6596 Email: attorney@douglas.co.us
and by the County to:	Inceed, LLC Attn: Colin Lee, CFO 907 S. Detroit Ave., Ste. 1300 Tulsa, OK 74120 Ph: (918) 388-1888 E-mail: cleee@inceed.com

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

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

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

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

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

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

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

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

- | | |
|-----------------|--------------------------------------|
| 1 st | This Contract, Sections 1 through 30 |
| 2 nd | Exhibit C- Insurance Requirements |
| 3 rd | Exhibit A- Scope of Services |
| 4 th | Exhibit B- Method of Payment |

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

25. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

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

28. CYBERSECURITY REQUIREMENTS:

a. If the Contractor has access to the Douglas County Network systems, the Contractor and its associated personnel shall complete the Douglas County Cyber Security Awareness training prior to the start of work and access to any Douglas County facility or information system. This training is issued up to four (4) times per year. County must notify Contractor in writing which personnel will be required to complete this training, prior to onboarding.

b. If the Contractor has access to County facilities or systems that may contain Criminal Justice Information, the Contractor and its associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility or information system. The Douglas County Justice Center, located at 4000 Justice Way in Castle Rock, CO 80109, is an example of a county facility that requires this compliance.

c. To complete the required fingerprinting, the Contractor and/or its associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI) at <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. The Contractor shall be responsible for assigning all associated personnel to the account and complying with the section (b) fingerprint requirements under the CBI process.

d. The Contractor agrees and acknowledges it shall adhere to the CJIS security policy.

29. 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.

30. 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

The Consultant's services are provided on a time and materials basis and work performed by the Consultant's personnel is done under the direction and supervision of the County. The Consultant will place personnel whose work performance will be managed and supervised by the County.

DEFINITION OF WORK: The IT Asset Management Specialist is responsible for developing, maintaining, and improving processes that govern the lifecycle of County technology assets. This position focuses on optimizing asset tracking, procurement, deployment, and disposal workflows to ensure accuracy, accountability, and cost efficiency. The incumbent analyzes data from systems such as SCCM, Intune, and ServiceNow to identify trends, eliminate inefficiencies, and recommend policy or procedural enhancements. This role serves as a process champion—bridging operations, finance, and IT teams to strengthen inventory governance, compliance, and resource utilization across the enterprise.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following examples are illustrative only and are not intended to be all inclusive. The specific technologies and functions change over time yet remain within the core purpose and function of an Asset Management Specialist.

- Perform Complete hardware and Software Inventory
- Clean up Service Now asset management module to reflect
- Review Current Asset management processes and procedures and align with best practices
- Identify opportunities to reduce costs related to IT assets and licenses.
- Forecast future asset requirements and budget accordingly.
- Generate reports Asset reports as defined by the CTO
- Develop and implement storeroom inventory processes.
- Develop an overall Asset management program to include roles and responsibilities of other groups
- Train and support internal teams on asset management best practices.
- Develop procedures associated with asset loss, theft, or misuse.
- Support audits by providing documentation and asset records.

SUPERVISION RECEIVED: This position will work under close supervision with frequent check-ins.

SUPERVISORY RESPONSIBILITIES: This position has no direct supervisory responsibilities.

INDEPENDENT JUDGMENT: Work is performed under close supervision. Incumbent must be able to use individual judgment and problem-solving skills to accomplish goals and achieve desired results.

EDUCATION and/or EXPERIENCE: Bachelor's degree in information technology, Business Administration, or a related field; or an equivalent combination of education and experience. Minimum of three (3) years of experience in IT asset management, inventory control, or related technical support. Preference given to candidates with experience using SCCM, Intune, or ServiceNow for asset tracking and lifecycle management.

KNOWLEDGE:

Professional experience in enterprise-level IT asset management and inventory control. This includes knowledge of hardware lifecycle processes, procurement coordination, software licensing compliance, and asset tracking within systems such as SCCM, Intune, ServiceNow, or Absolute. Familiarity with Office 365, Windows 10/11 environments, and standard hardware configurations is essential. Understanding of ITIL principles and CIS controls related to asset governance is preferred.

SKILLS:

Ability to develop and maintain effective working relationships with IT staff, procurement, finance, and departmental stakeholders. Strong analytical and data management skills, with proficiency in Excel, SQL, or reporting tools. Effective written and verbal communication skills across both technical and nontechnical audiences.

ABILITIES:

Ability to manage multiple asset-related projects and meet deadlines in a dynamic, high-volume environment. Strong attention to detail, organizational, and documentation skills. Demonstrated ability to reconcile data from multiple systems, analyze discrepancies, and recommend process improvements. Proven capacity to work independently and collaboratively across departments. Adaptable to evolving technologies, standards, and County policies.

CERTIFICATES, LICENSES, REGISTRATIONS:

This position requires successful completion of a criminal background check including fingerprinting through a national database. Must possess a valid Colorado Driver's License upon hire with complying insurance. Review of motor vehicle record is required at time of hire and periodically throughout employment. IAITAM certification (CITAM or CHAMP), ITIL Foundation, preferred but not required.

WORK ENVIRONMENT:

Physical Work Environment:

Work is generally performed in a standard office, warehouse, or data center environment. Duties may involve movement between County facilities, storage areas, and vendor locations for inventory verification, equipment pickup, or deployment. Occasional point-to-point travel within the County is required. Ability to work beyond scheduled hours during high-urgency situations, fiscal year-end inventory cycles, or technology refresh periods is expected.

Physical Demands:

The incumbent may be required to lift, carry, or move IT equipment and related materials weighing up to 50 pounds. Work may involve bending, reaching, or standing for extended periods while staging, labeling, or auditing hardware.

Material and Equipment Directly Used:

Standard office and IT asset management tools including computers, barcode scanners, mobile devices, printers, and typical end-user technology equipment. Use of County-approved fleet vehicles may be required for equipment transport between sites.

Emergency/Disaster Response Expectation:

In the event of an emergency or disaster in or near the County, all County employees are expected to make every effort to be available to assist the County Manager, Elected/Appointed Officials, and Department Directors to ensure the continued operation of necessary County functions. This may include performing duties or working hours beyond normal requirements. In the event an exempt employee works more than 40 hours per week in support of County operations during an emergency, the employee may receive overtime or other appropriate wage compensation in accordance with existing County policies or at the discretion of the County.

CJIS Worksite Location:

Douglas County
100 Third Street
Castle Rock, CO 80104

Inceed is not a deliverable based technology firm. All resources are provided on a time and materials basis only. The objectives and metrics details in the above Scope of Services are for the IT Asset Management Specialist's assessment purposes only and all related oversight, direction, and supervision are the responsibility of the County.

Exhibit B
METHOD OF PAYMENT

FEES: The Consultant agrees to a fee of seventy dollars and zero cents per hour worked, (\$70.00/hour) and shall bill the County only for time actually worked. Any time worked over 40 hours per week is paid at the straight named rate, there is no time and a half for overtime. Further, the County, through its Authorized Representative, may establish additional fees and rates as reasonably necessary for the Consultant personnel that may be needed to perform work herein. Any work by Mark Galeski outside of Exhibit A, Scope of Services which results in a change in cost estimates or substitution of materials requires written approval in advance via change control by the County's Authorized Representative. Any such change control shall be subject to the Contract, Paragraph 4, Maximum Contract Expenditure unless otherwise expressly agreed upon by the Parties in writing.

INVOICING: Invoicing shall occur once each calendar month. The Consultant shall provide invoices to the County, Attn: Ron Bolinsky, RBolinsky@douglas.co.us with cc to IT Business Services ITBusinessServices@douglas.co.us. The County shall make payment pursuant to this Contract, Paragraph 6, Invoicing Procedures.

CONTRACT TO HIRE: The County has the right to offer Mark Galeski a regular full-time position at any time. The negotiation of salary and other benefits for the full-time position is strictly between Douglas County and Mark Galeski. The County agrees to pay the recruiting firm an appropriate fee for recruiting and conversion according to the salary accepted by the Consultant and the following schedule:

Conversion Time	Conversion Fee
0 to 30 Days	20% of hiring salary
31 to 60 Days	15% of hiring salary
61 to 90 Days	12% of hiring salary
91 to 120 Days	9% of hiring salary
121 to 150 Days	6% of hiring salary
151 to 180 Days	3% of hiring salary
After 180 Days	No Fee

WARRANTY: If the Consultant secured through the Consultant is terminated for any reason from employment with the Client within the first thirty (30) days of the employee start date, the Consultant will refund the direct hire fee to the County within thirty (30) days. If the Consultant secured through the Consultant voluntarily terminates employment with the County or is involuntarily terminated for cause by the County within the first sixty (60) calendar days of the employee start date, the Consultant will refund the direct hire fee to the County within thirty (30) days.

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

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

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

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

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

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

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

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

days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

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

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

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

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

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

Special Risks or Circumstances

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