

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “DCSO”), and the **HUMANE SOCIETY OF THE PIKES PEAK REGION**, a Colorado non-profit corporation authorized to do business in Colorado (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities for animal control services and animal cruelty investigative services; 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: Captain Jason Kennedy 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 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 liability 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 **FIVE HUNDRED TWENTY-SEVEN THOUSAND SIXTY DOLLARS (\$527,060)** 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 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 January 1, 2025 and terminate at 12:00 a.m. on December 31, 2025. 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. Any pricing changes proposed by the Contractor for an upcoming extension are required to be submitted in writing no later than May 31st of the current contract year.

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 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.

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 officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: 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 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.**

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

12. ASSIGNMENT: 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.

13. 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.

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

15. ASSIGNMENT OF COPYRIGHTS: The Contractor 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 Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

16. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor 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 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.

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

by the Contractor to: Douglas County Sheriff's Office
Attn: Captain Jason Kennedy
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303-660-7526
E-mail: jkennedy@dcsheriff.net

With a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Telephone: 303-660-7414

and by the County to: The Humane Society of the Pikes Peak Region
Attn: Kelley Likes, President and CEO
610 Abbott Lane
Colorado Springs, CO 80905
Telephone: 719-302-8778
E-mail: klikes@hsppr.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.

18. 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.

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

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by 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.

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

22. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and 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.

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

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

- 1st This Contract, Sections 1 through 29
- 2nd Invitation for Bid (IFB) (if applicable)
- 3rd Exhibit C ~ Insurance Requirements
- 4th Exhibit A ~ Scope of Services
- 5th Exhibit B ~ Method of Payment
- 6th Response to Invitation for Bid (IFB) (if applicable).

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

26. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

27. INSURANCE: 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.

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

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

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

THE HUMANE SOCIETY OF THE PIKES PEAK REGION

BY: Kelley Likes

ATTEST: (if a corporation) [Signature]

Printed Name: Kelley Likes

Title: Vice President of Operations

Title: President & CEO

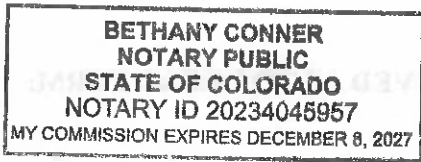
DATE: 12.13.24

Signature of Notary Public Required:

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 13 day of December, 2024, by Kelley Likes (name of individual).

Witness my hand and official seal



[Signature]
Notary Public

My commission expires: 12/8/2027

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

BY: _____
George Teal, Chair

DATE: _____

ATTEST:

Clerk to the Board

DOUGLAS COUNTY SHERIFF'S OFFICE

APPROVED AS TO CONTENT:

Darren Weekly
Sheriff

Douglas J. DeBord
County Manager

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Andrew Copland
Director of Finance

Kelly Dunnaway
Deputy County Attorney

DATE: _____

DATE: _____

Exhibit A
SCOPE OF SERVICES

I. Contractor Services.

- A. Animal Control Enforcement Services. The Contractor shall provide the following animal control enforcement services within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space:
1. Investigate all complaints related to animal control ordinances and resolutions within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space.
 2. Enforce County animal control ordinances and resolutions within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space. A field enforcement officer may, at his/her discretion, return animals running at large to the owner or keeper, if known. A written citation or written warning may also, however, be issued.
 3. Secure, in a legal manner, any and all evidence of suspected violations.
 4. Issue citations for violations of County animal control ordinances and resolutions and testify in court when required. Any mailing program of citations must have prior written authorization from the County Attorney.
 5. Subject to Subsection C below, provide sufficient personnel to perform its obligations under this Agreement.
 6. Provide reports as required in this Agreement, Section G and H, to the County pertaining to the enforcement activities specified in this Agreement.
 7. Pick up injured animals on County streets, roads, highways, and alleys within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space. Contractor shall obtain reasonable, necessary, and humane care by taking the animal to the approved County facility or a veterinary clinic.
 8. Provide an emergency on-call service in cooperation with the Douglas County Sheriff's Office to respond to calls concerning injured animals, those situations threatening the safety of animals or the public and where any animal must be kept for safekeeping as a result of an arrest.

9. Issue orders for the quarantine of animals pursuant to applicable County and/or other governmental animal control ordinances, resolutions, and regulations.
10. Deliver live animals impounded from the County or from the Town of Larkspur, the City of Castle Pines, or Douglas County Open Space to the shelter designated by the County.

- B. Enforcement Personnel. All of Contractor's field enforcement personnel shall be adequately trained in the performance of Animal Welfare Officer duties and responsibilities as it pertains to this contract and local resolutions.

Persons employed by the Contractor shall, after certification by the contractor that such persons have received appropriate training, be designated by the County as authorized law enforcement officers vested with the authority to enforce the local animal care and control resolutions, investigate violations thereof, issue and serve citations or summons and complaints. Personnel engaged and appointed, as Animal Welfare Officers shall be included within the definition of "Peace Officer" pursuant to C.R.S. 30-15-105. All designations shall be in writing and signed by the appropriate officials of the County. Animal Welfare Officer shall not have the authority to arrest persons for violations of local resolutions or state law.

Upon request and recommendation from the Contractor, the Sheriff, at his sole discretion, can issue special commissions to enable said personnel to enforce the County or State animal care and control laws. All of Contractor's field enforcement personnel recommended for such commission shall undergo and pass a Sheriff's Office background investigation and attend at a minimum a P.O.S.T. certified reserve academy or obtain certified peace officer status through a P.O.S.T. certified academy required prior to receiving special commissions per C.R.S. 16-2.5-102 or 16-2.5-110.

The term of any person appointed as an Animal Welfare Officer or any special commission shall expire as applicable upon (1) termination of such officer's employment with the contractor or (2) termination of this contract.

All of Contractor's field enforcement personnel shall be suitably uniformed to perform the obligations contained in this Agreement. The uniforms of the Animal Welfare Officer shall not be deceptively similar to the uniforms of the Douglas County Sheriff Office.

- C. Hours of Patrol. The parties recognize that, because circumstances constantly change, enforcement techniques must change from day to day. As a result, it is impossible to determine the specific number of field enforcement personnel and specific hours of enforcement activities for any given week in advance. The

Contractor shall provide approximately 1,796 hours a year per field enforcement person within the unincorporated areas of the County, the Town of Larkspur, and the City of Castle Pines and a minimum of 8,980 person-hours annually excluding mutual aid hours not authorized in advance by the County's authorized representative. No patrols shall be required to be conducted prior to dawn or after dusk; however, one animal control field enforcement person shall be on-call and available to respond to non-routine, emergent animal control incidents 24 hours a day, seven days a week.

- D. Use of County Equipment. It is the Contractor's responsibility to ensure that all County-supplied vehicles and equipment are used to fulfill the obligations of this contract. The County may allow said equipment to be used for mutual aid or in other specific circumstances; however, advance approval by the County's authorized representative is required.
- E. Clerical Support. The Contractor shall also provide full-time clerical support in the Douglas County animal control office(s) during regular business hours. Such support shall include, but not be limited to, answering telephone calls from Douglas County, Larkspur citizens, or the City of Castle Pines citizens concerning animal enforcement issues, call tracking, and compiling and/or assisting with the compilation of statistical data as outlined in Section G.5.
- F. Training. The Contractor's enforcement personnel shall be reasonably and adequately trained by County personnel to follow and shall follow the Sheriff's Office standard communication procedures. Field enforcement personnel are the employees of the Contractor and report to the Contractor's Executive Director or his designee.
- G. Records. The Contractor shall maintain records of all non-criminal activities conducted in the performance of this Agreement for a period consistent with the Contractor's records retention schedule. The records shall contain the following information:
 - 1. Type of animal, its sex, breed, color and disposition by the Contractor, as well as the location and manner by which Contractor's field enforcement personnel came into control of the animal.
 - 2. All citizen complaints that relate to Douglas County animal control ordinances or resolutions. The record shall identify the source and disposition of the call.
 - 3. All vicious dog and dog bite incidents.
 - 4. All citations and warnings issued.
 - 5. The number of calls for service, miles driven, and impounds/dispositions.

6. Any additional information that may be mutually agreed upon by the County and the Contractor.

H. Performance Reports. The Contractor will submit monthly to the County performance reports that reflect the following information:

1. Animal control callouts by geographic code;
2. Number of animal impounds and animal dispositions;
3. Number of person-hours expended for enforcement purposes including shifts not filled due to vacancies;
4. Total miles driven for each assigned vehicle; and
5. Any additional information that may be mutually agreed upon by the County and Contractor.

A summary of the above items shall be provided to the County on a monthly basis in a format approved by the County. Not less than quarterly and within a reasonable time after submittal of the Contractor's monthly performance reports, the Contractor and the County shall meet to review the Contractor's monthly reports and the County's monthly reports.

I. Summary of Activities/Recommendations. The Contractor shall notify the County when applicable as to:

1. Problem areas in enforcement and licensing.
2. Any proposed changes in policy.
3. Any recommendations concerning fees, licenses, and County animal regulatory law.
4. Any recommendations or information related to animal control in the County that are in the best interest of the County or that may be requested by the County.

II. County Obligations. In order to enable the Contractor to provide Contractor's services under this Agreement, the County, within the Sheriff's designated authorized representative's reasonable discretion, agrees:

A. Access to Evidence Room. To provide the Contractor and its personnel with access to the Douglas County Sheriff's evidence room for the purpose of maintaining evidence as provided for in Section A.3 above.

B. Office Space. To provide and maintain, at no cost to the Contractor, office space for use by Contractor's field enforcement personnel and supervisors for purposes of administrative office(s) and meeting space reasonably necessary and convenient to the Contractor in the provision of its services hereunder. Such office(s) shall not be open to the public or required to be staffed by the Contractor.

- C. Office Equipment/Furnishings/Records. To provide, at no cost to the Contractor, office equipment, furnishings, computers, modems, and access to needed databases, information systems, and other records necessary for the conduct and delivery of the Contractor's services hereunder. In the event that any incidental operating expenses such as long-distance charges, office supplies, etc. are incurred by the County on behalf of the Contractor, the Contractor will reimburse the County upon receipt of an itemized bill.
- D. Training. To provide training to the Contractor's field enforcement personnel and supervisors in respect to such matters as shall be necessary and convenient to the conduct and delivery of the Contractor's services hereunder including, without limitation, communications training.
- E. Field Enforcement Vehicles. The County shall provide four (4) field enforcement vehicles to the Contractor for purposes related to the performance of this Agreement. All patrol vehicles will be conspicuously marked and identified as a Douglas County animal enforcement vehicle and may have the Contractor's logo on the vehicle. Each vehicle will be equipped in such a manner so as to provide humane treatment for the animals transported. The County, at its sole expense, shall also equip the vehicles with necessary communication equipment. In the event that any communication device provided by the County to the Contractor is lost or damaged, the Contractor agrees to *reimburse* the County for the cost of the replacement equipment. Upon termination of this Agreement, all communication equipment and vehicles shall be returned to the County.

The County shall be responsible for the ownership, fueling, maintenance and insurance for said vehicles. The Contractor shall assign said vehicles to enforcement personnel, as it deems appropriate to meet the requirements under this Agreement.

- F. Communications Equipment. To provide and install (as required), at no cost to the Contractor, communications equipment in the enforcement vehicles necessary and convenient to allow the Contractor's field personnel to communicate with the Douglas County Sheriff's Office. In the event that any communications device provided by the County to the Contractor is lost or damaged, Contractor agrees to reimburse the County for the cost of the replacement equipment.
- G. Special Commissions. To provide special commissions to the Contractor's enforcement personnel as provided in Section I.B. above.
- H. Forms. To provide, at no cost to Contractor, summons, complaint, report, and other forms necessary and convenient to the conduct and delivery of the

Contractor's services hereunder and as may be otherwise required by law, ordinance, or resolution.

- I. Personnel/Equipment Back-Up. To provide, at no cost to Contractor, County personnel and back-up equipment as reasonably requested by Contractor's field enforcement personnel to the extent such personnel and equipment are available.

- J. Mutual Cooperation. The County agrees to provide all reasonable cooperation and assistance for the Contractor, its officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement.

Exhibit B
METHOD OF PAYMENT

In consideration for the services to be furnished by the Contractor, the County shall pay to the Contractor the sum of \$527,060 (“Contract Sum”), payable in equal monthly installments of \$43,922 for animal control services in unincorporated Douglas County, the Town of Larkspur, and the City of Castle Pines. Payment will generally be provided to the Contractor on or before the 15th of the month for which services are being rendered, provided that an invoice has been submitted by the Contractor to enable processing within the County’s standard Net 30 terms.

Any services provided which exceed those specifically outlined in this Agreement, absent written agreement between the County and Contractor, are provided at the Contractor’s discretion and expense.

Exhibit C
INSURANCE REQUIREMENTS

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

Verification of Coverage. 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 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 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. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and 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.

Approved by: _____
Megan Datwyler
Risk Manager