

## PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this \_\_\_ day of \_\_\_ June \_\_\_\_\_, 2023\_, by and between the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, STATE OF COLORADO (the "County"), and Archuleta County Extension Office\_\_\_authorized to do business in Colorado (the "Contractor").

### RECITALS

**WHEREAS**, the County is undertaking certain activities regarding TANF/Colorado Works; 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:** Isabel Vita, Archuleta County Department of Human Services Director, 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.
  - a. 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.
  - b. 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 Two Thousand Five Hundred Dollars (\$2500.00) through FY2024. 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, which have not yet been appropriated, are 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 12:00 AM on July 1<sup>st</sup>, 2023 and terminate at 11:59 PM on June 30, 2024. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor 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. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.
7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.
8. **INDEMNIFICATION-GENERAL:** 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. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, 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 negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under this section 9 to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.
  
10. **INDEPENDENT CONTRACTOR:** The County and the Contractor each expressly agree and understand that they are creating an independent contractor relationship, and that Contractor shall not be considered an employee of the County for any purpose. Contractor is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by the County to its employees. Contractor is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Contractor 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 WORKER'S 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, other than those subcontractors identified in the Scope of Work, Exhibit A, attached and incorporated herein, 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:

To the County:	Isabel Vita Director PO Box 240 Pagosa Springs, CO 81147
With a copy to:	Todd A. Weaver, Esq. Archuleta County Attorney's Office PO Box 1507 / 398 Lewis Street Pagosa Springs, CO 81147
To the Contractor	Robin Young CSU Extension Pagosa Springs, CO 81147

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 the 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:** The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. 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 Contractor’s advertising or public relations materials without first obtaining the written approval of the Authorized Agent. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager and the Board of County Commissioners.
  
- 24. **PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
  - 1<sup>st</sup> This Contract
  - 2<sup>nd</sup> Request for Proposal (RFP) # \_\_\_\_\_
  - 3<sup>rd</sup> Exhibit C ~ Insurance Requirements
  - 4<sup>th</sup> Exhibit A ~ Scope of Services
  - 5<sup>th</sup> Exhibit B ~ Method of Payment
  - 6<sup>th</sup> Response to Request for Proposal (RFP) # \_\_\_\_\_
  
- 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 by providing a current Certificate of Insurance and attaching it to this Contract 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 the 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.
30. **SIGNATORY AUTHORITY:** Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Contract.

STATE OF MICHIGAN  
COUNTY OF [illegible]  
[illegible]

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

**CONTRACTOR**

By: [Signature]

Printed Name: Robin Young

Title: CSU Extension Director

Date: 6/8/2023

Signature of Notary Public Required:

State of Colorado )

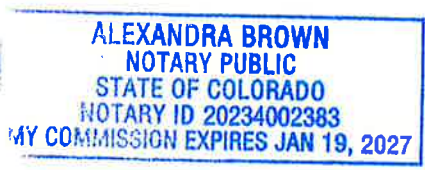
) ss.

County of Archuleta )

The foregoing was acknowledged before me this 8th day of June, 2023, by Alexandra Brown.

Notary Public: [Signature]

My commission expires: 01/19/2027





**COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF ARCHULETA COUNTY,  
COLORADO**

ATTEST:

\_\_\_\_\_  
County Clerk & Recorder

(Affix County Seal)

By: \_\_\_\_\_  
Ronnie Maez, Chairman

Date: \_\_\_\_\_

Exhibit A

**CSU Extension  
TANF Services**

ACF 196R Line*	Program Component	Function Code	Description
17	1877	4195	TANF-Services for older children and youth

The Colorado Works Program is designed to support the following federal and state purposes as specified in statute at Section 6-2-705, C.R.S:

- Assist participants to terminate their independence on government benefits by promoting job preparation, work and marriage;
- Provide assistance to needy families so that children may be cared for in their homes or in the homes of family members;
- Prevent and reduce the incidence of out-of-wedlock pregnancies and to establish annual numerical goals for preventing and reducing the incidences of these pregnancies;
- Encourage the formation of two-parent families

The TANF federal and state purpose(s) of THIS AGREEMENT is/are \_\_\_\_\_.

\* Contractor is responsible for any eligibility determination and maintaining eligibility documentation. Contractor will obtain TANF/Colorado Works Affidavit of Eligibility from each consumer receiving services under this contract. TANF/Colorado Works Affidavit of Eligibility attached.

THIS AGREEMENT prohibits sup plantation. "Sup plantation" means the replacement of county funds serving Colorado Works participants with block grant funds and the use of those county fund savings for purposes other than Colorado Works.

EXHIBIT A: SCOPE OF SERVICE

Archuleta County Department of Human Services Obligations

- a. Archuleta County Department of Human Services staff will meet with CSU Extension staff as needed to consult on client's needs and to coordinate services for that individual or the involved family.

- b. Archuleta County Department of Human Services staff will collaborate with Archuleta County Extension Office and discuss best practices as they apply to children 11 years of age and older who are seeking services.

Archuleta County Extension Office Obligations

- a. Archuleta County Extension Office staff will provide services to TANF eligible consumers including: teaching a babysitting course, providing supplies, and program support.
- b. Archuleta County Extension Office staff will provide babysitting certification to 10 TANF eligible consumers that focus on life skills regarding relationships and early childhood development.
- c. Archuleta County Extension Office will maintain a log of consumer participants, and service provided/date.

Exhibit B  
METHOD OF PAYMENT

The Contractor shall supply the County with a completed IRS W-9 Form. Payments shall be made by warrants payable to the trade or business name of the Contractor, if an EIN number is listed on the form, or to the name of an individual (if a Social Security number is listed on the form).

The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10<sup>th</sup> day of the month following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment of those respective services.

Exhibit C  
INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by A.M. Best's Key Rating Guide, at its own expense, the following policies of insurance:

a. **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000.

b. **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket, contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

c. **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the services. The policy will contain a severability of interests provision.

2. **Certificates of Insurance**. The required Commercial General Liability and Commercial Automobile Liability policies will name Archuleta County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Archuleta County, Colorado. The required Workers' Compensation Insurance policies will name Archuleta County as a Certificate Holder. The certificate(s) of insurance will be attached to this agreement as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation or termination will provide an email notice to:

Chad Eaton  
Finance Director/Acting Procurement Officer  
Archuleta County  
P.O. Box 1507  
Pagosa Springs, CO 81147  
[ceaton@archuletacounty.org](mailto:ceaton@archuletacounty.org)

3. **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 Archuleta County may immediately terminate this contract.

4. **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-retention. The Contractor will indemnify Archuleta County, in full, for any amounts related to the above.

5. **Governmental Immunity.** The parties hereto understand and agree that Archuleta 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 Archuleta County, its officers, or its employees.

Approved by:   
Chad Eaton  
Finance Director/Acting Procurement Officer

Dated: 6/28/2023

# Certificate of Participation

## Colorado Counties Casualty and Property Pool (CAPP) For the Coverage Period January 1, 2023 through December 31, 2023 ARCHULETA COUNTY

Colorado Counties Casualty and Property Pool (CAPP) hereby certifies that **Archuleta County** is a participating Member of CAPP for the period beginning January 1, 2023 through December 31, 2023. The coverages, conditions of membership, and other provisions applicable to members of CAPP are as described in CAPP's Bylaws and Intergovernmental Agreement and in the applicable excess policies, policy statements and endorsements thereto, copies of which have been or will be provided to **Archuleta County**.

The types and monetary limits of the coverages provided to **Archuleta County** through membership in CAPP, in consideration of the payment of its contributions, are limited, as of the date of this certificate, to those which are shown below. The scope, terms, conditions and limitations of coverages are governed by the aforementioned agreement and policies.

**I) The types of coverages, subject to the limit on CAPP's liability in Section II below, are as follows:**

- A) Property (including EDP, mobile equipment, and auto physical damage)
- B) Liability
  - 1) Bodily Injury, Property Damage (General Liability, Auto Liability)
  - 2) Wrongful Acts committed in the conduct of duties (Public Entity Management Liability)
  - 3) Bodily Injury, Property Damage, Personal Injury (Law Enforcement Liability)
  - 4) Errors or omissions in the administration of an insured's employee benefits (Employee Benefits Liability)
  - 5) Injury resulting from healthcare professional services rendered by any insured who is not a medical doctor, psychologist, psychotherapist or nurse practitioner. (Healthcare Professional Liability).
- C) Crime
  - 1) Monies and Securities (inside)
  - 2) Monies and Securities (outside)
  - 3) Employee Fidelity
- D) Boiler and Machinery
- E) Network Security Liability

**II) CAPP Retention, Aggregate Limits, and Member Deductibles**

For the coverages described in Section I, CAPP shall be liable only for payment of the self-insured retention and only to a total annual aggregate amount for members of CAPP as a whole of the amount of the CAPP loss fund for the coverage period. CAPP's per claim/occurrence retentions are limited to the following for the foregoing coverages:

- A) \$150,000 per claim/occurrence **property**, except wind/hail, which is 2% per location total value subject to a minimum \$1M per claim/occurrence. County deductible \$1,500
- B) \$1.5M per claim/occurrence **liability** (per coverage line), except Law Enforcement, which is \$1M per claim/occurrence – County deductible \$15,000 except in certain claims - Law Enforcement County deductible \$40,000. Employment Termination deductible \$15,000. See CAPP Policy Statements.
- C) \$200,000 or \$300,000 per claim/occurrence **crime** – County deductible \$500
- D) \$5,000 per loss **boiler and machinery** – County deductible \$500
- E) \$100,000 per claim/occurrence **network security liability** – County deductible \$0. Pool annual limit aggregate \$5,000,000.

Coverages in excess of the foregoing pool retentions are provided only by the excess insurers in applicable excess policies, and are payable only by those excess insurers. The limits of coverage provided by the excess insurers are as follows:

- A. **Liability-Old Republic, Markel and Lexington**  
From \$1.5M per claim/occurrence to \$10 million per claim/occurrence except for auto, which is non-aggregated.
  - 1. **Law Enforcement**  
From \$1M to 10 million per claim/occurrence.





All liability claims are subject to the following:

All liability coverages are provided on a claims-made coverage form. In no event shall the maximum per claim/occurrence payment exceed the following for general liability, auto liability, public entity management liability, law enforcement liability, employee benefits liability or healthcare professional liability claims subject to the Governmental Immunity Act: \$424,000 per person and \$1,195,000 per occurrence. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

Liability Coverage Layers	Carrier
1.5 million to 2 million	Old Republic
\$2 million to \$3 million	Markel
\$1 million to \$4 million Standalone Law Enforcement	Lexington
\$5 million	Allied World

**B. Crime-Policy-Hiscox**

From \$200,000 or \$300,000 to \$1 million each occurrence. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

**C. Boiler and Machinery- Liberty**

From \$5,000 to the cost of repair/replacement for each actual loss sustained up to \$100 million. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

**D. Property**

From \$150,000 to \$100 million each occurrence, except hail/wind claims, with a sublimit of \$5,000,000 for vehicle physical damage over the road. \$1M each occurrence for hail/wind claims. "All Risk" basis with sublimits of \$10 million newly acquired property, \$5 million new construction each occurrence and \$2.5 million unnamed/unscheduled locations. Sublimits of \$5 million for property in Flood Zone A and \$50 million for property in all other flood zones. Newly acquired property must be reported within 90 days. If new locations are not reported, then the location becomes an unscheduled location. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

Property Coverage Layers	Carrier
\$150,000 to \$10 million	Underwriters at Lloyds Westchester Surplus Lines Starr Surplus Lines Princeton Excess & Surplus Allied World Assurance 2% hail deductible/per location
\$10 million to \$25 million	Underwriters at Lloyds Westchester Surplus Lines Starr Surplus Lines Princeton Excess & Surplus Evanston (Markel)
\$25 million to \$50 million	Fideis Aspen Specialty Starstone Specialty Lexington Westfield Specialty
\$50 million to \$100 million	RSUI Indemnity Mitsui Sumitomo Swiss Re Hallmark Specialty
Auto Phys Dmg \$4m xs \$1m	Endurance American
\$5k - \$100 million Equipment Breakdown	Liberty Mutual

**E. Network Security Liability-CHUBB**

First Part Liability (Cyber Incident Response, Business/Interruption & Extra Expense, Digital Data Recovery & Network Extortion): \$1,000,000 each claim/\$1,000,000 Annual Aggregate, Third Party Liability (Cyber, Privacy & Network Security Liability, Electronic, Social & Printed Media Liability) \$1,000,000 each claim/\$1,000,000 Annual Aggregate. All member limits are subject to the Pool Aggregate Limit of \$5,000,000.

Information concerning the CAPP loss fund for the coverage period may be obtained by contacting CAPP through its Administrator, County Technical Services, inc. (CTSI).

Colorado Counties Casualty and Property Pool



Meredith Burcham, CTSI Executive Director  
December 20, 2022

