

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this 1 day of July 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, STATE OF COLORADO (the "County"), and Healthy Archuleta, Inc., a non-profit corporation authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities regarding the Colorado Department of Public Health and Environment Health Disparities Community Grant Program Titled "Archuleta Nutrition Security-Health Equity Project"; 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:** Derek Woodman, County Manager, 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 hundred eight thousand six hundred sixty four Dollars (\$208,664.00) 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 8:00 am on July 1, 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 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 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:

By the Contractor to County:	Derek Woodman County Manager PO Box 1507 Pagosa Springs, CO 81147
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With a copy to:	Chad Eaton County Finance Director PO Box 1507 Pagosa Springs, CO 81147
By the County to the Contractor	Lisa Scott Chair, Board of Directors PO Box 3995 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 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:

- 1st This Contract
- 2nd Request for Proposal (RFP) # _____
- 3rd Exhibit C ~ Insurance Requirements
- 4th Exhibit A ~ Scope of Services
- 5th Exhibit B ~ Method of Payment
- 6th 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 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.

COUNTY

Attest:

BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY,
COLORADO

County Clerk

By: _____
Ronnie Maez, Chair

(Affix County Seal)

Date: _____

Exhibit A SCOPE OF SERVICES

II. Project Description:

This project serves to address disparities related to food insecurity by supporting ongoing and emergent community solutions in Archuleta County. Pursuant to the Colorado Revised Statutes (C.R.S.) 25-4-2205, the purpose of the Office of Health Equity is to serve in a coordinating, educating, and capacity-building role for state and local public health programs and community-based organizations promoting health equity in Colorado, by implementing strategies tailored to address the varying complex causes of health disparities, including the economic, physical and social environment.

This project will examine current food security efforts, continue to work on interventions that have proven successful, and explore new interventions alongside the community to advance nutrition security and health equity in Archuleta County. Additionally, this project will examine barriers to health care access, and other elements of system change to address health disparities specific to rural context and population make-up in advancing health equity. The Contractor shall build the community capacity to better understand the historical and post-pandemic barriers and interventions to health equity and nutrition security. The Contractor shall also help advance resilience in a rural community towards responsive and quality health care preventive services and nutrition security within the reach of all residents regardless of income, ethnicity, gender, place of birth, and sexual orientation.

This project focuses on systems change. The targeted systems of interest in Archuleta County are food and health and the intersection of the two. The project objective is to identify barriers and opportunities to food security and health care access, and utilization in advancing nutrition security and health equity. The vision of this effort is that all Coloradans in Archuleta County have an equal opportunity to live in a thriving community and to achieve their full health potential.

This project will help to address the food insecurity affecting the people of Archuleta County living in a rural mountain area with a community-driven food coalition and leadership that has established a Public Health Investigation Citizen Committee and declared Archuleta as “A Right-To-Farm” County which “recognizes the importance of ranching, farming, and other agricultural activities.” The work and role of the project organizations, groups, and individuals and their commitment are especially important as the community works towards an equitable local food system with the aim of advancing food equity in the County. This project will engage community members in Archuleta that are disadvantaged due to social and economic circumstances. Efforts will involve residents of all ages and abilities living both in town and in outlying communities as well as the Spanish-speaking population in advancing nutrition security and health equity. Having access to healthful, affordable food for nutrition security may help overcome health disparities in the prevention and treatment of chronic diseases. The Colorado Department of Public Health and Environment (CDPHE) will measure the impact of this project at the highest level among the underrepresented communities through the programmatic review of the progress reports submitted by the Contractor.

III. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. Community-initiated pilot project: to develop infrastructure and support others to grow more local produce to support distribution in the community toward nutrition security
3. HDCGP: Health Disparities and Community Grant Program
4. NSHE: Nutrition Security Health Equity
5. Pilot: A way to capture our learning from the implementation of a community-based initiative in order to inform needed PSE changes in advancing nutrition security and health equity for incorporation in the implementation plan.
6. Quarters:
 - Q1 – Quarter 1: July 1-September 30
 - Q2 – Quarter 2: October 1-December 31

Q3 – Quarter 3: January 1-March 31
 Q4 – Quarter 4: April 1-June 30

IV. Work Plan:

Goal #1: To build partnerships to mobilize community power and transform systems to advance health equity and environmental justice.	
Objective #1: No later than the expiration date of this contract, advance systems-level community solutions based on barriers and opportunities to food security and health care access and utilization identified related to nutrition security and health equity.	
Primary Activity #1	1. The Contractor shall conduct the NSHE Assessment using the NSHE Assessment Plan.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall review instruments and protocols based on information gathered as part of the NSHE Assessment during FY23. 2. The Contractor shall revise the assessment questions. 3. The Contractor shall facilitate teams to support the assessment process. 4. The Contractor shall provide at least two (2) capacity-building opportunities for the following stakeholders: <ol style="list-style-type: none"> a) community members, b) contractors and c) volunteers to assist with the assessment process. 5. The Contractor shall collect information from different stakeholders identified in the NSHE Assessment plan, and the information that emerged from the learning and findings of the FY23 NSHE Assessment process. 6. The Contractor shall organize the data collected. 7. The Contractor shall analyze the data collected. 8. The Contractor shall communicate information from the NSHE Assessment to the community and stakeholders. 9. The Contractor shall identify prioritized actions based on information gathered as part of the NSHE Assessment.
Primary Activity #2	2. The Contractor shall create an FY24 NSHE Assessment Progress Report.
Primary Activity #3	3. The Contractor shall facilitate the intervention to increase local food production that addresses nutrition security using the Nutrition Security Pilot Project Plan.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall increase the awareness of local markets and access to food pantry clients through the Food Distribution Center for farmers and ranchers through the Growers and Producers Forum. 2. The Contractor shall provide at least two (2) garden education classes to build the capacity of community members to grow food. 3. The Contractor shall provide food production mentorship and coaching to members of the Vista Lake Community Garden Learning and Leadership Circle. 4. The Contractor shall provide support to youth through school-based activities in learning about the local food system and food production through planning and coordination, presentation, food production coaching, capacity building, and
Primary Activity #4	4. The Contractor shall create an FY24 Nutrition Security Pilot Project Progress Report.

Primary Activity #5	5. The Contractor shall create Quarterly Progress Reports.
Primary Activity #6	6. The Contractor shall attend the following meetings: <ol style="list-style-type: none"> a) At least one (1) conference call per quarter for programmatic updates, b) two (2) all-HDCGP grantees meetings, c) two (2) HDCGP affinity group meetings, d) one (1) Grantee Conference of a minimum of 1.5 days, e) one (1) Grantee Networking Workshop of one (1) half-day.
Primary Activity #7	7. The Contractor shall participate in the cross-site and grantee-led evaluations.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall submit quarterly progress reports on the template provided by CDPHE and follow the Quarterly Reporting Guidance. This document is incorporated, made part of this contract by reference, and is available on the following website which has been incorporated into this contract: https://drive.google.com/file/d/1SmiGiDRXm27QGuk_2nA2cbX8K8aQinEU/view. 3. CDPHE will provide the Contractor with the quarterly progress report template via email within 60 days of the date of this Contract. 4. The Contractor shall include in the FY24 NSHE Assessment Progress Report: <ol style="list-style-type: none"> a) Descriptions of instruments and protocols used, b) Key Findings from community needs assessment and how results were shared, c) Description of community member involvement in collecting NSHE Assessment data, d) Demographics of stakeholders who participated in the NSHE Assessment, e) Recommendations. 5. The Contractor shall include in the FY24 Nutrition Security Pilot Project Progress Report: <ol style="list-style-type: none"> a) Support provided to farmers and ranchers in increasing their awareness of local markets, b) Garden education classes provided, c) Vista Lake Community Garden support, d) Support provided to Youth. 6. The Contractor shall participate in the cross-site and grantee-led evaluations: <ol style="list-style-type: none"> a) using specific tools, resources, templates, and guidelines; b) providing baseline data, metrics, measures, and progress reporting via a reporting tool provided by the HDCGP evaluation contractor; c) adhering to established timelines and schedules; d) through evaluation-related training and technical assistance; e) providing access to program information and data as needed by the HDCGP evaluation contractor; and a) other evaluation monitoring and data submissions as determined by the evaluation contractor and HDCGP. 7. The Contractor shall adhere to the National CLAS Standards. This standard is incorporated, made part of this contract by reference, and is available on the

<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increased awareness of community issues and opportunities related to nutrition security and health equity. 2. Increased access to food through tested strategies during COVID. 3. Enhanced nutrition security as an identified need by community health care providers. 4. Increased community engagement in the food system as evidenced by the work of organizations, groups, and individuals. 5. Increased awareness of health care services and food resources as identified and supported strategies through the work of organizations, groups, and individuals. 6. Increased access to preventative care and early detection as identified by the data tracked by local primary care and medical providers. 7. Increased access to health-promoting foods and health care services among those most affected populations. 8. Increased awareness for farmers and ranchers in local food markets and strategies to engage consumers. 9. Increased garden education skills for community members. 10. Increased food production for the Vista Lake Community Garden CLLC. 	
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. One (1) Revised NSHE Assessment. 2. One (1) Nutrition Security pilot project completed. 3. Two (2) capacity-building opportunities for community members, contractors, and volunteers. 4. Two (2) garden education classes. 5. Five (5) engagement activities with youth. 	
	<p>Completion Date</p>	
<p>Deliverables</p>	<ol style="list-style-type: none"> 1. The Contractor shall submit electronically to the A35 Grants Specialist quarterly CDPHE Progress Reports. 2. The Contractor shall submit electronically to the A35 Grants Specialist FY24 NSHE Assessment Progress Report. 3. The Contractor shall submit electronically to the A35 Grants Specialist an FY24 Nutrition Security Pilot Project Progress Report. 	
		<p>No later than fifteen (15) days following</p>
		<p>No later than fifteen (15) days following the end</p>
		<p>No later than fifteen (15) days following the end</p>

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 the Taxpayer Identification Number (TIN) is an Employer Identification Number (EIN) on the W-9 form. Payments shall be made by warrant payable to the name of an individual, if the TIN is a Social Security Number on the W-9 form.

The Contractor shall invoice monthly for Services provided under this Agreement as follows:

- Invoice 1, \$17,388.66 by July 31, 2023
- Invoice 2, \$17,388.66 by August 31, 2023
- Invoice 3, \$17,388.66 by September 30, 2023
- Invoice 4, \$17,388.66 by October 31, 2023
- Invoice 5, \$17,388.66 by November 30, 2023
- Invoice 6, \$17,388.66 by December 31, 2023
- Invoice 7, \$17,388.66 by January 31, 2024
- Invoice 8, \$17,388.66 by February 28, 2024
- Invoice 9, \$17,388.66 by March 31, 2024
- Invoice 10, \$17,388.66 by April 30, 2024
- Invoice 11, \$17,388.66 by May 31, 2024
- Invoice 12, \$17,388.74 by June 30, 2024

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 NINETY THREE THOUSAND DOLLARS (\$1,093,000.00) 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 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, Risk Manager
Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147
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
Risk Manager

Dated: _____

