

PUBLIC AGREEMENT FOR SERVICES

This Agreement is entered into this 10th day of September, 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, hereinafter referred to as the "County," and DEVELOPMENTAL PATHWAYS, INC. (DP), the Community Centered Board serving Douglas County. For purposes of this Agreement, DEVELOPMENTAL PATHWAYS, INC. (DP), the Community Centered Board serving Douglas County, Colorado, specifically includes its affiliated entities Continuum of Colorado (CoC) and Nonprofit Management Services of Colorado (NMSC)."

RECITALS

WHEREAS, the citizens of the County passed a one mill property tax to be used for the benefit of County citizens with developmental disabilities and their families, hereinafter referred to as the "DD Mill Levy"; and

WHEREAS, DP, pursuant to section 27-10.5-105, C.R.S. provides and contracts for services for the benefit of the citizens of the County with developmental disabilities and their families through its designation by the State of Colorado as a Community Centered Board under section 25.5-10-209, C.R.S.; and

WHEREAS, the County is the designated collection and disbursement agent for all property taxes collected within the County, including the DD Mill Levy;

NOW THEREFORE, IT IS AGREED by and between the County and DP as follows:

1. **LINE OF AUTHORITY:** Maureen Waller, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering this agreement with DP in accordance with the terms of this Agreement.

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

DP agrees to diligently and professionally perform all the services described herein in accordance with the terms of this agreement and applicable state and federal laws, rules and regulations. It is also understood and agreed that DP 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 DP and the County for the use and occupancy by DP of any County facilities or space.

3. **COMPENSATION:** Subject to the maximum contract/agreement liability and all other provisions of this Agreement, the County agrees to pay to DP, and DP 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 Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is eight million, eight hundred ninety-nine thousand, one hundred and seventy-one dollars (\$8,899,171) for the eighteen months beginning July 1, 2019 and ending December 31, 2020. This is only an estimate and will differ based on actual collections. In the event that the developmental disabilities property tax collections exceed projections, the County will take necessary steps to ensure payment as specified by Exhibit B to DP. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for DP, Inc. Any potential expenditure for this Agreement 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 Agreement shall commence as of 12:01 a.m. on July 1, 2019 and be effective for a period of eighteen months, terminating at 12:00 a.m. on December 31, 2020. This Agreement shall renew automatically on December 31st of each year for an additional one year term unless amended or terminated by the County as provided in Section 16. This Agreement 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: Not Applicable

7. CONFLICT OF INTEREST: Without the written permission of the County, DP 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 DP 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 DP by placing DP's interests, or the interest of any party with whom DP has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of DP or any other person or entity whatsoever for any purpose whatsoever. DP 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 DP's performance of services as set forth herein; provided, however, that DP 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: DP is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by DP to perform work under this Agreement shall be and remain at all times, employees, subcontractors, or other independent contractors of DP for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION

OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. ILLEGAL ALIENS: If DP has any employees or subcontractors, DP shall comply with §8-17.5-101, *et seq.* C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, DP certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that DP will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. DP shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (ii) Enter into a contract with a subcontractor that fails to certify to DP that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. DP has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.

C. DP shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If DP obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, DP shall:

- (i) Notify the subcontractor and the County within three (3) days that DP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that DP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DP shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If DP violates this provision of this Agreement; the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, DP shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if DP violates this provision of this Agreement and the County terminates the Agreement for such breach.

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 Agreement, 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: DP covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the Authorized Representative. The Authorized Representative agrees to not unreasonably withhold approval for such assignment. DP agrees to provide reasonable choices among service agencies for individuals with developmental disabilities and their families and agrees to continue to use other Program Approved Service Agencies within the County to provide appropriate services.

13. COUNTY REVIEW OF RECORDS: DP agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, 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 Agreement for the purpose of making an audit, examination or excerpts. DP shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

14. OWNERSHIP OF DOCUMENTS: DP shall be the owner of any confidential client documents in its possession. The County shall have the right without any limitation of any kind to own and use in whole or in part documents provided to the County related to the Agreement including, but not limited to, the annual Mill Levy Report and any documents responsive to Exhibit A.

15. ASSIGNMENT OF COPYRIGHTS: DP is bound by certain assignments of rights and copyrights pursuant to its primary contract with the State of Colorado that conflict with assignment of copyrights to other entities.

16. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to DP 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 DP pursuant to this Agreement shall become the County's property. DP shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work

completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, DP shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Developmental Pathways, Inc.

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

by Developmental Pathways to: Maureen Waller
Douglas County Commissioners' Office
100 Third Street
Castle Rock, CO 80104

Facsimile (303) 484-4344
mwaller@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-74141

and by the County to: Matt VanAuken
Developmental Pathways, Inc.
325 Inverness Drive South
Englewood, CO 80112

Facsimile 303-341-0382
mattvanauken@developmentalpathways.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 Agreement, DP 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 Agreement 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, and State of Colorado. DP

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 Agreement by DP shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. DP 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 Agreement.

21. SEVERABILITY: In the event any of the provisions of this Agreement 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 Agreement 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 Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and DP and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

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

- | | |
|-----------------|--------------------------------------|
| 1 st | This Agreement sections 1 through 29 |
| 2 nd | Exhibit B and attached Referendum |
| 3 rd | Exhibit A Scope of Services |
| 4 th | Exhibit C Insurance Requirements |

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

25. 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 Agreement, 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 Agreement.

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

27. ADVERTISING AND PUBLIC DISCLOSURE: DP shall not include any reference to this Agreement or services performed pursuant to this Agreement in any of DP'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, Deputy County Manager, and the Board of County Commissioners.

28. 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 Agreement may be terminated if such delay makes performance of the Agreement 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.

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

IN WITNESS WHEREOF, the County and Developmental Pathways, Inc. have executed this Agreement as of the above date.

Developmental Pathways, Inc.

BY: *Matt VanAken*

ATTEST: (if a corporation)

Printed Name Matt VanAken

Title: Interim CEO / ED

Title: _____

DATE: 8/26/19

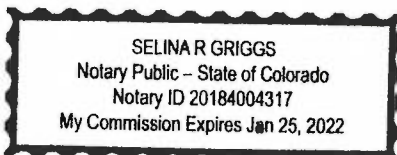
Signature of Notary Public Required:

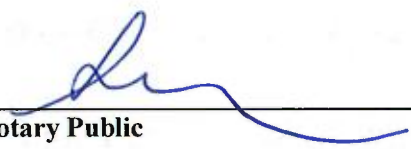
STATE OF Colorado)

COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 26 day of August, 2019, by Matt VanAken.

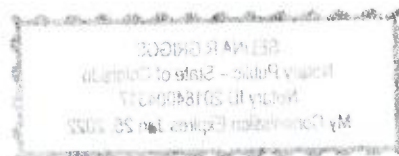
Witness my hand and official seal





Notary Public

My commission expires: 1-25-2022



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

DocuSigned by:
BY: Roger A. Partridge
5289A118555C4E9...
Roger A. Partridge, Chair

DATE: 9/12/2019

APPROVED AS TO CONTENT:

DocuSigned by:
Doug DeBord
B5C95B8DCFA84AA...
Douglas J. DeBord, County Manager

DATE: 9/6/2019

ATTEST:

DocuSigned by:
Kristin Rondlett
4D0E70F519BB420...
for **Emily Wrenn, Deputy Clerk**



APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
Andrew Copland
80C933BC1187403...
Andrew Copland
Director of Finance

DATE: 9/6/2019

APPROVED AS TO LEGAL FORM:

DocuSigned by:
John Thirkell
900976CA709F435...
John Thirkell
Sr. Assistant County Attorney

DATE: 9/5/2019

Exhibit A
SCOPE OF SERVICES

DP agrees to assure accountability for performance of its service and financial obligations as follows:

- A. DP will continue to comply with applicable state and federal laws and regulatory requirements for programs and services provided with DD Mill Levy funds that are subject to those requirements, except that separate data systems exclusive to County funded services will be established to ensure that County funds do not supplant federal, state, or school district funding obligations. Documentation of such regulatory compliance will be provided to the County upon request for any program or service supported with DD Mill Levy funds.
- B. Developmental Pathways will separately track the expenditures funded by Douglas County mill levy dollars and generate a report that clearly identifies the recipients of these funds as Douglas County residents. The tracking method shall clearly differentiate Douglas County mill levy dollars from all other sources of funding (e.g., Arapahoe County mill levy dollars, State or Federal funds). This shall be verified by DP's auditors annually.
- C. DP agrees to provide to the County, during the first quarter of each calendar year, a mill levy accountability report regarding the previous year. DP shall present this report at a meeting with the Board of County Commissioners. This report shall include, but not be limited to:
 - 1) Data regarding total enrollment into services, by service category for residents of Douglas County, separated into those funded through State Services and those funded through Mill Levy funds.
 - 2) Data regarding service levels in actual numbers and percentages, by county and by service category, compared to known need for services.
 - 3) Data regarding staff turnover rates and financial stability of DP, including number of months of operations in unrestricted fund balance.
 - 4) Data that details the number of Douglas County children, by age group, served with the DD Mill Levy money.
 - 5) Data that details the number of Douglas County individuals or families served with Mill Levy money by program; the average yearly direct service expenditure per Douglas County individual or family; and the number of Douglas County individuals or families waiting for services.
 - 6) A brief description of services provided to Douglas County residents in reference to the language describing desired services from the original Mill Levy Referendum.

- D. DP agrees to provide the County with a copy of its annual report and a copy of its audited financial statements when they are received from the auditors. The County also reserves the right to audit the use of DD Mill Levy funds.
- E. DP will provide the County a list of all programmatic or financial audits, including the Single Audit, conducted during the previous fiscal year regarding DP or its subsidiary organizations. DP will indicate any findings on the list. The County reserves the right to review such audits after making a request in writing to DP specifying the desired audit and a reasonable time frame to provide it to the County.
- F. A summary of 3-5 year growth projections as to DP's plans and capability to serve Douglas County based on future population growth and demographic changes such as an increased percentage of DC residents over the age of 60. This summary can be contained in the Mill Levy Report or submitted separately.
- G. DP agrees to appoint one County Commissioner, or their designee, selected by the County, to serve on the Board of Directors of Developmental Pathways, Inc.
- H. DP agrees to provide the County with appropriate contacts and referral procedures for the County's use in responding to individuals, agencies, or others with questions, concerns or complaints about services or other matters relating to DD Mill Levy funding.
- I. DP agrees to provide the County, upon request, with reasonable additional information regarding administration and expenditure of the DD Mill Levy funds.
- J. DP agrees to administer the DD Mill Levy funds for the benefit of County citizens with developmental disabilities and their families, and to do so in a manner consistent with the terms of the referendum as approved by County voters (attached hereto as Attachment #1).
- K. DP will create a visual representation of the responsibilities of, and the relationships, interactions and dependencies between Developmental Pathways – Community Centered Board, Continuum of Colorado, and Nonprofit Management Services of Colorado (NMSC).
- L. Administrative Costs: DP agrees that for Douglas County Mill Levy funded costs, and on an overall basis, audited costs for the administration of Developmental Pathways, Inc. shall be correctly classified/coded and targeted at 12% of all revenues received for the fiscal year under audit. Under no circumstance shall Administration costs exceed 15% for any fiscal year. If Administration costs exceed 15%, a formal review may be precipitated by the County Commissioners or their designees. DP will include an affirmative statement regarding the percentage of their Mill Levy and overall administrative costs in writing, annually. Administrative costs percentages shall be verified by DP's auditors annually.

M. DP agrees to engage their auditors to conduct an annual Agreed-Upon Procedures Audit as a part of their annual audit process. DP will provide the County a copy of this annual audit.

N. Any Mill Levy money that flows from DP to any of their affiliated entities/organizations must adhere to the terms of this Agreement.

Exhibit B

METHOD OF PAYMENT

The County Treasurer's Office will collect the Developmental Disabilities mill levy funds via its normal collection methods. The County's Finance Department will distribute the amount collected by the County Treasurer to Developmental Pathways, Inc. via electronic funds transfer by no later than the 15th of the month following collection. In no event shall the County be liable for any expenditure in excess of the amounts actually collected.

Allocation of Funds:

Actual Developmental Disabilities Mill Levy Gross Receipts

Less Treasurer's Fees (1.5% of Gross Receipts)

Less Special Programs (5.5% of Gross Receipts)

Equals Net Disbursement to Developmental Pathways, Inc.

A reserve of \$100,000 shall be maintained annually. Should the need require the reserve to be replenished, the necessary amount will be included in the calculation.

Exhibit C

INSURANCE REQUIREMENTS

Insurance.

1. Developmental Pathways, Inc. (DP) agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, 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 DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. 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 (including coverage for contractual and employee acts), 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) each occurrence with respect to each of Developmental Pathways, Inc.'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.

(d) Professional Liability Insurance Coverage in an amount not less than One Million Dollars (\$1,000,000.00), and DP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be attached to this Agreement as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler
Douglas County
Risk Management
100 Third Street
Castle Rock, Colorado 80104


4. DP 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.

5. Failure on the part of DP to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this Agreement.

6. 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 (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Insurance Certificates.

- A. DP shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
- B. These certificates will serve as an indication to the County that DP has acquired all necessary insurance; however, the County may require that certified copies of the insurance Policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
- C. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by County prior to commencement of services under the Agreement. The certificates shall identify this Agreement.

Approved by: 
Megan Datwyler
Risk Manager

Attachment 1

**HELPING COUNTY RESIDENTS
WITH MENTAL RETARDATION**

Referendum 4A

SHALL DOUGLAS COUNTY, COLORADO, TAXES BE INCREASED BY \$2.7 MILLION ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT FISCAL YEAR BY THE IMPOSITION OF AN ADDITIONAL MILL LEVY OF ONE (1) MILL, AS AUTHORIZED BY SECTION 27-10.5-104(6), C.R.S., UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, COMMENCING IN THE YEAR 2001, AND CONTINUING THEREAFTER, SUCH REVENUES TO BE COLLECTED, RETAINED, DEDICATED AND SPENT FOR THE PURPOSES OF PROVIDING AND PURCHASING SERVICES AND SUPPORTS FOR PERSONS WITH MENTAL RETARDATION, INCLUDING:

- PROTECTING AND ASSISTING PEOPLE WITH MENTAL RETARDATION, DEFINED AS CHILDREN AND ADULTS WITH SEVERE LIFE-LONG CONDITIONS SUCH AS DOWN SYNDROME, CEREBRAL PALSY, AND AUTISM, OFTEN ACCOMPANIED BY MAJOR PHYSICAL HANDICAPS;
- AVOIDING COSTLY OUT-OF-HOME PLACEMENTS BY EDUCATING AND ASSISTING FAMILIES TO KEEP THEIR CHILD OR SIBLING WITH MENTAL RETARDATION IN THE FAMILY HOME;
- HELPING ADULTS WITH MENTAL RETARDATION FIND AND HOLD REGULAR JOBS AND LIVE AS PRODUCTIVE CITIZENS IN THEIR COMMUNITIES;
- PROVIDING DAY CARE AND OTHER SERVICES FOR SENIORS WITH MENTAL RETARDATION SO THAT WORKING FAMILIES CAN CARE FOR THEM AT HOME;
- WORKING INTENSIVELY WITH INFANTS AND TODDLERS WITH (OR AT HIGH RISK OF) MENTAL RETARDATION USING METHODS PROVEN TO MINIMIZE FUTURE HANDICAPS AND REDUCE THE COSTS OF FUTURE CARE;
- REDUCING LONG WAITING LISTS OF CHILDREN AND ADULTS WITH MENTAL RETARDATION WHO NEED SUCH SERVICES AND SUPPORTS;
- ACHIEVING THESE ENDS THROUGH EXISTING COUNTY-AUTHORIZED AGENCIES WITHOUT EXPANDING COUNTY GOVERNMENT;

ALL AS A VOTER APPROVED REVENUE CHANGE AND-AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th St Ste 100 Denver, CO 80202 INSURED Developmental Pathways, Inc. 325 Inverness Drive South Englewood, CO 80112	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: denaccounttechs@imacorp.com FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: PHILADELPHIA INS CO</td> <td>23850</td> </tr> <tr> <td>INSURER B: PINNACOL ASSUR</td> <td>41190</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PHILADELPHIA INS CO	23850	INSURER B: PINNACOL ASSUR	41190	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: PHILADELPHIA INS CO	23850														
INSURER B: PINNACOL ASSUR	41190														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 56651820

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1998720	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1998720	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB681182	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2192232	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1998720	07/01/19	07/01/20	Each Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Douglas County, its officers, officials, employees and volunteers are included as Additional Insureds on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile, Professional Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER
CANCELLATION

Douglas County Government Attn: Risk Management 100 Third Street Castle Rock, CO 80104 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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