TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 14, SERIES 2020

A RESOLUTION APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT FOR HUMAN RESOURCE SERVICES

WHEREAS, the Town Council of the Town of Timnath (the "Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Independent Contractor Agreement between the Town and Investigations Law Group, LLC for Human Resources Services, dated January 28, 2020 (the "ICA"); and

WHEREAS, the Town Council is familiar with the ICA and finds it to be in the best interest of the Town, its residents, and the general public to enter into the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The ICA is hereby approved in substantially the form attached hereto as Exhibit A, with such modifications and additions as the Town Manager, in consultation with Legal Counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this resolution.


TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters-Garcia, CMC
Town Clerk

1229.0005
EXHIBIT A

ICA
INDEPENDENT CONTRACTOR AGREEMENT
Human Resources Services

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 28th day of January, 2020, by and between the TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and INVESTIGATIONS LAW GROUP, LLC, a Colorado limited liability company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 et seq., C.R.S.; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town and within the time period and pursuant to the Scope of Services specified in said Exhibit A. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including Exhibit A) or through other authorization expressly delegated to or authorized by the Town through the Town Council.

1229.0400; 1020031
2. TERM/RENEWAL.

   a. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

   b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. GENERAL PERFORMANCE STANDARDS.

   a. Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

   b. The Contractor shall use reasonable professional efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

   c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a professional manner.

   d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any
licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

5. **MONTHLY STATUS REPORT.** The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoicing period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

6. **COMPENSATION AND INVOICES.**

a. **Compensation.** Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit B. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit B of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B-1.

b. **Invoices.** Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.
7. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

8. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or subcontractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

9. PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to §§ 24-51-301 et seq., C.R.S. Failure to meet this requirement shall be a material breach of this
Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

10. **Equal Opportunity / Employment Eligibility.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 11 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the Town may terminate this Agreement upon three (3) days’ written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that sub-contractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.
a. **Confidentiality.** Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. **Personal Identifying Information.** During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Contractor. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. **Conflicts.** Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts known to the Contractor that impact the Contractor's provision of Services to the Town.

13. **OWNERSHIP OF DOCUMENTS.** All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town’s use and shall provide such copies to the Town upon request at no cost.
14. **LIENS AND ENCUMBRANCES.** The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement.

15. **INDEMNIFICATION.**
   a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys’ fees actually incurred, by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages. The maximum liability that Contractor shall incur under this indemnification shall be the sum total of fees paid under a single term of this Agreement.
   
   b. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. **ASSIGNMENT.** The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

17. **SUB-CONTRACTORS.** The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town’s approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor’s duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.
18. **TERMINATION.** In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Town and by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

19. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or
communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town:  
Town of Timnath  
4750 Signal Tree Drive  
Timnath, CO 80547  
970-224-3211 (phone)  
970-224-3217 (fax)

With copy to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Robert G. Rogers, Esq.  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
rogers@wrbapc.com

Contractor:  
ILG Strategic Services  
1612 N. Pennsylvania Street  
Denver, CO 80203  
Attn: Anne McCord

21. **AUDITS.** The Town shall have the right to audit, with reasonable notice, any of the Contractor’s books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

23. **BINDING AGREEMENT.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such
waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, forum non-conveniens or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.
28. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

29. **NEGOTIATED PROVISIONS.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

30. **SEVERABILITY.** If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

36. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Town

Town’s Signature Page to Independent Contractor Agreement for Human Resources Services with the Town of Timnath, dated January 28th, 2020
INVESTIGATIONS LAW GROUP, LLC:
a Colorado limited liability company

Printed Name: ELIZABETH RITA
Title: CHIEF EXECUTIVE OFFICER

STATE OF COLORADO )
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this 6th day of February 2020, by ELIZABETH RITA, as the Chief Executive Officer of Contractor.

WITNESS my hand and official seal.

My commission expires: January 4, 2021

(SEAL)

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Human Resources Services with the Town of Timnath, dated January 28th, 2020
EXHIBIT A
SCOPE OF SERVICES
There are a lot of businesses that offer outsourced human resources services. And there are five important factors that set us apart...

**Experience:** Your team will be led by a Chief People Officer, an HR Lead and a Chief Compliance Officer with more than 60 years of combined experience in human resources and employment law at a Wall Street level. Your team will not be led by an HR Generalist, or an attorney who just got out of law school.

**Quality of Service and Advice:** Experienced practitioners give better advice, and they do it faster and more efficiently. That’s just a fact. You won’t simply get the easy answer from the inexperienced HR Generalist or new law school grad. You’ll get real advice from experienced people who have been there.

**Strategic and Tactical Support:** We won’t only give reactive advice. We will help you plan and strategize for the future.

**Deep Municipal Expertise:** More than 50% of our clients are cities and towns, and this has been an intentional choice for more than a decade. ILG’s partners are Colorado natives who care about the health and wellbeing of the municipalities in the state we love. We understand what makes human resources different in the municipal context.

**A Personalized Hands-on Approach:** Your VCPO and HR Lead are your primary contacts, 24/7. We do not delegate those calls to junior staff. We will be onsite a minimum of four days a month. You won’t get services from a template. You will get tailored services that meet your needs.
OVERVIEW AND GOALS

Dear Mr. LaVanchy,

I appreciate the opportunity to provide a bid to the Town of Timnath to support you and the Town with outsourced HR services. As I hope this proposal will convey, we are excited to partner with you! We believe we offer the highest level of expertise, personalized dedication and municipal experience as part of our "Virtual Chief People Officer" package of services. Essentially, we can provide the Town of Timnath with the expertise of an HR executive and a team of experienced professionals for less than the cost of a newly minted HR Generalist. We think it is a value proposition that cannot be outmatched.

Our firm offers you experienced professionals who have operated at the highest levels of their professions, and a team that understands the world of municipal employment. This sets us apart in important ways. Many outsourced HR firms use inexperienced and inexperienced personnel to deliver services to dozens of clients. We use a deeply experienced bench of professionals to provide service to a small number of hand-selected clients. Our approach is personal, and at a much higher level of relevant expertise.

We will bring our expertise to bear in both tactical and strategic initiatives that will be built around the specific needs of the Town - not by following a template designed in a vacuum. We will support you throughout the lifecycle of employment for Town employees, from recruitment, hiring, onboarding, employee engagement, compensation, performance management and separation. We will figure out where compliance is out of sync and get the Town up to date on manuals, processes and records retention. We will provide proactive advice about legal and compliance changes throughout the year, through our newsletter and white paper publications. And importantly, we will provide the Town with strategic support and advice about managing growth, planning for succession, building a great culture and helping you meet other strategic goals as you or the Town Council direct.

Fundamentally, the three partners at ILG are dedicated to the proposition that every Colorado city and town, no matter the size and no matter the resources, deserves a professional experienced HR team. No organization can thrive without it, and Town employees deserve it. Developing a strong, authentic HR "brand" and delivering it with consistency is the foundation upon which every successful city and town is built. And we can help you lay that first stone. We will work with you to discover what makes Timnath special, what differentiates the Town from other municipalities and what defines the Town's goals for the future. We are personally invested in building an HR department that meets these goals.

Sincerely,
Anne Rooney McCord, SPHR, SHRM-SCP, PI

ILG Strategic Services
1612 Pennsylvania Street
Denver, CO 80203
www.ilgdenver.com
SCOPE OF SERVICES

Initial Audit

The first step involves our team really getting to know your organization, your people, your policies and your practices. This involves a full week with Anne and Jen on site, to meet people, gather information, and fully explain our role and services to key Town stakeholders. Our first month will involve a full HR compliance audit, employee-wide culture survey, Town Hall style meeting with employees, and development of a 90/180/365-day plan in conjunction with Town leadership. This work will be done to guide priorities and build our roadmap.

Compliance

Once the discovery is complete, Anne will develop a strategy for bringing the Town of Timnath into compliance in any areas of concern, and for building structures to ensure continued compliance going forward. This aspect of our services will include review and revision of your employee handbook, record management program, complaint and investigation process and other legal and regulatory requirements.

Tactical Support

Anne will build your HR organization's tactical day-to-day operations infrastructure. This will include all aspects of the employee lifecycle and related HR objectives, including:

- Recruitment, interviews and candidate selection
- Onboarding
- Leadership and staff training and development plans
- Managing benefits programs and broker relationships
- Building and developing appropriate compensation programs
- Managing performance
- Effectively handling employee separations, retirements and terminations

Strategic Planning

In addition to the tactics, Anne will work with you and Town leadership to develop HR strategic plans around succession planning, building great culture to attract and retain the best talent, employee engagement and managing growth.

Onsite Presence and Communication

In addition to our first full week onsite at the Town, we propose that we dedicate four full days a month onsite at the Town. These days can be scheduled to best meet the Town's objectives. We want to be hands on, and face-to-face, so that we can build the relationships needed to ensure success. In addition to our onsite visits, you will have access to us 24/7 via dedicated email and phone contact. You will also receive monthly compliance and HR updates as regulations and the HR world change and evolve.
TIMEFRAME

Week One:
- Anne and Jen will dedicate a full week in Timnath to get to know your team, your Town, and the culture of Timnath. We will use this time to also ensure a thorough orientation to key employees and the services we are providing.

Month One:
- During the first 30 days, Anne and Jen will conduct an in-depth compliance audit to assess critical components of the Town’s HR compliance and processes, including:
  - Compliance and Administration
  - Recruitment, Candidate Management, Hiring, Onboarding
  - Performance Management
  - Employee Compensation
  - Employee Development and Training
  - Separation, Retirement and Termination
  - Employee Relations, Reporting Processes and Response Procedures
  - Workplace Culture and Employee Engagement
  - Human Resources Management System

- Anne and/or Jen will be onsite for four full days, dates TBD based on the needs of the Town; Anne and/or other requested team members will be present for the biweekly Timnath Town Council meetings (either in person or by phone) if requested.

Month Two:
- Once the audit is complete, Anne will present the Plan to the Timnath Town Manager and Town Council (If requested) for review and approval. The Plan will contain objectives, milestones and a communication schedule. The Plan may include new program development objectives, in addition to initiatives to improve compliance.

- Anne and/or Jen will be onsite for four full days, dates TBD based on the needs of the Town; Anne and/or other requested team members will be present for the biweekly Timnath Town Council meetings (in person or by phone) if requested.

Months Three through Eleven:
- Anne and/or Jen will be onsite for four full days, dates TBD based on the needs of the Town; Anne and/or other requested team members will be present for the biweekly Timnath Town Council meetings (in person or by phone) if requested.
- Plan objectives will be implemented, reported upon, and revised as needed
- A strategic initiatives plan will be developed and implemented

**Month Twelve:**

- Anne and/or Jen will be onsite for four full days, dates TBD based on the needs of the Town; Anne and/or other requested team members will be present for the biweekly Timnath Town Council meetings if requested.
- A year in review report will be provided to the Town Manager and Town Council, outlining objectives, accomplishments, challenges and opportunities for next year.
- ILG and Town Manager will meet to discuss options for contract renewal.
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<th>$3,000/mo</th>
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<td>50% off ILG’s rack rates for all annual trainings, if and requested</td>
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<td>10% off ILG’s municipal rates, if and as requested</td>
<td>$3,000/mo</td>
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<td><strong>Workplace investigations, Mediations, Conciliations</strong></td>
<td>$3,000/mo</td>
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<tr>
<td>10% off ILG’s municipal rates, if and as requested</td>
<td>$3,000/mo</td>
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<td><strong>Total</strong></td>
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YOUR TEAM

ANNE MCCORD, SPHR, SHRM SCP, PI
ANNE@ILGDFORWARD.COM
Chief People Officer

Anne has more than 20 years of Human Resources experience and has worked at all levels from Generalist on up to the Executive HR role. Anne has a deep understanding of both the tactical necessities, and the strategic opportunities of HR. She has dedicated her career to building great work environments, enhancing the employee experience, and providing strategic HR advice. Anne leads our VCPO Teams and is the "Mission Control" for all of ILG's Strategic Services.

JEN VOLMER, SPHR, SHRM-SCP
HR Team Lead

Jen has more than 20 years of HR experience. Jen specializes in human resources, talent acquisition, strategic planning, creating and implementing surveys, creating and managing Ombuds programs, employee relations, and in building and maintaining healthy company culture.

LIZ KITA, JD
LIZ@ILGDFORWARD.COM
Chief Compliance Officer

Liz has been an employment lawyer for more than 25 years, in both the global law firm and boutique firm environments. She chaired a regional firm's employment law practice group and has conducted more workplace investigations than any other investigator in this region. Liz serves as compliance officer for all of our VCPO clients.

ANDY CHASE, JD
ANDY@ILGDFORWARD.COM
Seniorlace Partner

Andy has nearly a decade of employment law experience from both the plaintiff's and defense side, which makes his perspective uniquely valuable for employers. Andy conducts workplace investigations and provides compliance advice as part of his practice at ILG.
NEXT STEPS

1. Please read the proposal to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.

3. Once you feel confident about everything and are ready to move forward, please sign below.

4. Once we have received your signed proposal, we will work with you on formalizing our agreement in a written agreement for services.

5. If you'd like to speak to us by phone, don't hesitate to call

Anne McCord
Chief People Officer, ILG Strategic Services

Wesley LaVanchy, Interim Town Manager
Town of Timnath
EXHIBIT B
COMPENSATION SCHEDULE
EXHIBIT B-1
Contractor's Completed W-9
Request for Taxpayer Identification Number and Certification

Print or type. See Specific Instructions on page 3.

Social security number or
Employer identification number

Part I  Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requestor for guidelines on whose number to enter.

Part II  Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

01/05/2020

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1098-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate, and $1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. limited contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage;
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 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
THE THOMPSON GROUP/PAC
34345071
3401 QUEBEC SUITE 8000
DENVER CO 80207

CONTACT NAME:

PHONE (805) 886-5655
FAX (765) 486-7639

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC#

INSURER A: Sentinel Insurance Company Ltd. 11000

INSURED
INVESTIGATIONS LAW GROUP LLC
1812 N PENNSYLVANIA ST
DENVER CO 80203-1300

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

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<td>A</td>
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DATA BREACH - DEFENSE & LIAB COVG

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

Those usual to the insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS008 attached to this policy.

CERTIFICATE HOLDER
Town of Timnath
4750 SIGNAL TREE DR
TIMNATH CO 80547-4907

CANCELLATION
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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