

a. The County, by entering into this agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

b. The parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.

c. The provisions of this Agreement shall only become effective upon execution of the Agreement by both parties.

d. Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.

e. This agreement shall be governed by the laws of the State of Colorado.

f. No third parties are intended to be beneficiaries of this Agreement.

g. This Agreement is intended to be fully integrated.

h. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

**i. INDEMNIFICATION:** The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Worker's Compensation claims, in any way resulting from or arising from this agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.