

Risk Management Appendix

Permittee agrees to defend, indemnify, and hold harmless Oliver County, its agencies, officers and employees (County), from and against claims based on the vicarious liability of the County or its agents, and based on the County's contributory negligence, comparative and/or contributory negligence or fault, and sole negligence, and intentional misconduct. The legal defense provided by the Permittee to the County under this provision must be free of any conflicts of interest, even if retention or separate legal counsel for the County is necessary. Permittee also agrees to defend, indemnify, and hold the County harmless for all costs, expenses, and attorney's fees incurred if the County prevails in an action against the Permittee in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

Permittee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability insurance – minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence. If it is not practical for the Permittee to carry commercial general liability insurance, Permittee may substitute farm liability insurance, renters insurance, or homeowners insurance in the amount of at least \$300,000.**
- 2) **If Permittee may use an automobile in relation to the attached agreement, Permittee must secure automobile liability insurance with a minimum liability of at least \$250,000. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form.**
- 3) **The County, its agencies, officers, and employees (County) shall be endorsed as an additional Insured on the above policies.**

The Permittee shall furnish a certificate of insurance coverage evidencing the requirements in 1 through 3 above to the undersigned County Representative prior to commencement of this agreement.

Permittees' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the County.

The insolvency or bankruptcy of the insured Permittee shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Permittee from meeting the retention limit under the policy.

The Permittee must secure any necessary Workers Compensation coverage that may be required by North Dakota law.

When a portion of a Contract is sublet, the Permittee shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Permittee and the County as a result of work undertaken by the Subcontractor or Sublessor. In addition, the Permittee shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors or Sublessors performing work under the Permit are required to maintain the same scope of insurance required of the Permittee. The Permittee shall be held responsible for ensuring compliance with those requirements by all Subcontractors and Sublessors.