

Risk Management & Insurance Specifications

Project Description or Contract Number	Rabies Clinics MOU - Broome County Health Department donates rabies vaccines and sharps containers and co-promotes the clinics, and Town of Windsor organizes the clinics, ensures public access, acknowledges Broome County Health Department as a partner, and reports monthly vaccination totals.	
Date Issued	April 22, 2026	
Vendor name	Town of Windsor	
County Department	Health	Dan Furman x2837

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract,
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off), OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.
10. Neither Party shall permit a subcontractor to enter upon or continue the performance of the Agreement unless such subcontractor is and remains insured in accordance with the requirements listed hereunder. Any such subcontracting Party shall indemnify the other Party for any loss suffered by the non-subcontracting Party for the failure of any subcontractor to so insure. The indemnity shall survive expiration or termination of the Agreement.

Part II. Required Insurance – Minimum coverage types and amounts.

<u>Coverage Type</u>	<u>Minimum Limits</u>
<u>Commercial General Liability (CGL) including:</u> <ul style="list-style-type: none">➤ Products & completed operations shall not be excluded.➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.➤ Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit

1. **The certificate face shall:**

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated, or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions,
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation.

2. **The Additional Insured & Certificate Holder should read:**

County of Broome
Attn: Office of Risk & Insurance Management
PO Box 1766
Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health, or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

Town of Windsor Rabies Clinic

Dogs, Cats & Ferrets

Cost
\$5.00
Cash Only

Wednesday June 17th
5:30 P.M. – 7:00 P.M.

Highway Garage - 174 Chapel Street

For the Safety of All Animals & People Attending –

- *Dogs Must Be On a Leash or in an Animal Carrier with an Adult (18yr+)*
 - *All Cats & Ferrets Must Be In an Animal Carrier*

Must Bring Proof of Previous Vaccination to Receive 3-year Vaccine

Cost
\$5.00
Cash Only

