

# Professional Services Contract Staff Report

**Date:** July 1, 2026  
**To:** Douglas County Board of County Commissioners  
**Through:** Douglas J. DeBord, County Manager *SK for KCC*  
**From:** Kati Carter, AICP, Director of Community Development  
**CC:** DJ Beckwith, Principal Planner  
Lauren Pulver, Planning Manager  
Steven E. Koster, AICP, Deputy Director of Community Development  
**Subject:** **Professional Services Contract Between Douglas County and Douglas County Economic Development Corporation in the Amount of \$937,500**

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**Board of County Commissioners Business Meeting:**

**July 14, 2026 @ 1:30 p.m.**

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## **I. EXECUTIVE SUMMARY**

In support of the Board of County Commissioners' (Board) Economic Foundations Core Priority, Douglas County contracts with economic development organizations (EDO) to provide services within the County. The Douglas County Economic Development Corporation (DCEDC) is requesting \$937,500 from the County for services to be provided for the period between January 1, 2026, and December 31, 2026.

## **II. REQUEST**

Approval of a professional services contract between Douglas County and DCEDC for \$937,500.

## **III. BACKGROUND**

Services provided by the DCEDC are intended to expand the commercial tax base of Douglas County and create, build, and retain strong cooperative partnerships with the economic development and business support organizations and agencies in Douglas County.

DCEDC will provide a written report annually and share resources with other partners to ensure a unified approach for supporting economic development in the County. DCEDC will manage funding for these partners and various other entities throughout the County, like municipal partner chambers of commerce. These organizations represent the varying interests of the region, specific areas of the County, and private sector business. These investments enable the County to leverage economic development tools aptly delivered by our partners and provide an efficient approach to meet various business needs.

The contract amount total is \$937,500. Services to be rendered by DCEDC are detailed in Exhibit A of the contract and reflect a robust approach to economic development activities on behalf of the County.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the professional services contract with Douglas County Economic Development Corporation.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
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## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **DOUGLAS COUNTY ECONOMIC DEVELOPMENT CORPORATION**, a Colorado Corporation authorized to do business in Colorado (the “Consultant”).

### RECITALS

**WHEREAS**, the County is undertaking certain activities for fostering the growth of local businesses and the local economy by maintaining contacts and communication with local business leaders; and

**WHEREAS**, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Kati Carter, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

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

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant 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 the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant 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 Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **NINE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$937,500.00)**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract 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 Contract shall commence as of 12:00 a.m. on **January 1, 2026**, and terminate at 11:59 p.m. on **December 31, 2026**. This Contract 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:** Payment shall be made to the Consultant based upon an invoice submitted by the Consultant, provided such invoice has been approved by the Authorized Representative. Payment will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received a complete invoice from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payment to the Consultant. The signature of an officer of the Consultant shall appear on the invoice certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant 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 the Consultant 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 the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant 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 or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be

and remain at all times, employees of the Consultant 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. 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 Contract, 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.

**11. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

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

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant 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 the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be

relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

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

by the Consultant to: Kati Carter, Director of Community Development  
Department of Community Development  
100 Third Street  
Castle Rock, CO 80104  
Email: [kcarter@douglas.co.us](mailto:kcarter@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-7414  
E-mail: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

and by the County to: Douglas County Economic Development Corporation  
300 Plaza Dr, Suite 225  
Highlands Ranch, CO 80129  
Attn: Ellie Reynolds  
Email: [ereynolds@nwdouglascounty.org](mailto:ereynolds@nwdouglascounty.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.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant 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.

**18. GOVERNING LAW; VENUE:** This Contract 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, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules,

regulations and codes of the United States and the State of Colorado. The Consultant 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 Contract.

**20. SEVERABILITY:** In the event any of the provisions of this Contract 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 Contract 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.

**21. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant'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, Assistant County Manager, and the Board of County Commissioners.

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

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Exhibit C- Insurance Requirements
- 3<sup>rd</sup> Exhibit A- Scope of Services

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

**26. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The

Consultant 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 the Consultant's insurance coverage during the term of this Contract.

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

**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 Contract may be terminated if such delay makes performance of the Contract 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.

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IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

**DOUGLAS COUNTY ECONOMIC DEVELOPMENT CORPORATION**

BY: [Signature]

ATTEST: (if a corporation)

Printed Name Ellie Reynolds

\_\_\_\_\_

Title: CEO/President

Title: \_\_\_\_\_

DATE: 5/16/2026

Signature of Notary Public Required:

STATE OF Colorado )

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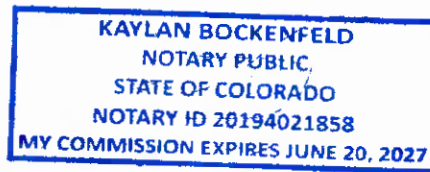
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2026, by Ellie Reynolds.

Witness my hand and official seal

Kaylan Bockenfeld  
Notary Public

My commission expires: June 20, 2027



**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO:**

**By:** \_\_\_\_\_  
**Chair**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Deputy Clerk to the Board**

**Date:** \_\_\_\_\_

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Doug DeBord,  
County Manager**

\_\_\_\_\_  
**Arielle J. Denis,  
Assistant County Attorney**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Christie Guthrie,  
Director of Finance**

**Date:** \_\_\_\_\_

**Exhibit A**  
**SCOPE OF SERVICE**

**Purpose:** Expand the commercial tax base of Douglas County. Create, build, and retain strong cooperative partnerships with the economic development and business support organizations and agencies in Douglas County.

**Background:** Douglas County and Douglas County Economic Development Corporation values its economic development partners. Douglas County wants to maintain the valuable and cooperative relationships between various entities in different areas of the County, including the Castle Rock Economic Development Council, Denver South, and municipal economic development programs while continuing to develop and promote the resources available to businesses in Douglas County.

**Tasks:** Services to be provided include:

1. 2026 Programming Plan and Strategic Initiatives described and incorporated herein as Exhibit B.
2. Receive, analyze, and make recommendations related to economic development funding requests submitted to Douglas County. Receive, manage, and distribute economic development funds issued by Douglas County, as described below:
  - Castle Rock Economic Development Corporation - \$75,000
  - Denver South - \$70,000
  - Castle Pines Chamber of Commerce - \$1,000
  - Castle Rock Chamber of Commerce - \$1,000
  - Lone Tree Chamber of Commerce - \$1,000
  - Parker Chamber of Commerce - \$1,000
  - Aurora / South Metro SBDC - \$15,000
  - South Metro Denver Chamber - \$1,000
  - Metro Denver EDC - \$12,500
3. Provide an annual written progress report to the County no later than January 31, 2027. The report will summarize efforts to implement the Douglas County Economic Development Corporation Strategic Plan, reassess and identify priorities for the upcoming year, and summarize progress towards achieving the tasks and services outlined in this Agreement.
4. Develop a robust business attraction program; identify targeted industries, develop a marketing plan, and respond to business prospects considering relocation to Douglas County.
5. Implement a business retention and expansion program; identify business needs and organizational strategies to meet those needs.
6. Collaborate with the business community, development community and service providers to identify projects that support the real estate, development, and economic development needs (for instance, attainable housing, infrastructure, or industry master plans) in Douglas County.

7. Develop and share resources, information, and technical capabilities (e.g. web site enhancements, data analysis, and business intelligence).
8. Cooperate and collaborate with other economic development- related agencies and organizations in Douglas County to ensure a unified approach for supporting economic development in the County, while respecting the needs and desires of the individual organizations, agencies, and communities.
9. At the direction of the Douglas County Board of County Commissioners, act as the County's representative on community organizations and other economic development organizations.



# Douglas County

ECONOMIC DEVELOPMENT CORPORATION

TO: Douglas County Commissioners

FROM: Douglas County Economic Development Corporation (DCEDC)

DATE: March 3, 2026

SUBJECT: 2026 Programming Plan and Strategic Initiatives

The following outlines details of the DCEDC's 2026 strategic roadmap, focusing on business *retention* legislative *advocacy*, and *global* recruitment. Our goal is to leverage Douglas County's elite workforce and infrastructure to secure high-wage job growth and maintain a competitive edge in sectors such as aerospace, life sciences, and cybersecurity.

Key Initiatives for 2026:

## Legislative & Advocacy Initiatives

The DCEDC will maintain a direct presence in regional and national policy discussions to ensure a pro-business environment.

- **DCBA Session Kick-Off Event:** (Jan 9) Aligning regional legislative priorities.
- **D.C. Fly-In for Advocacy:** (Nov 9) A mission for local leaders to advocate for federal funding for infrastructure and workforce development before the Colorado Congressional Delegation and federal agencies.
- **Southern Colorado Business Alliance - SCBA:** A unified platform to advocate for pro-business regulations and skilled workforce development.

## Targeted Global Recruitment

To capture a larger share of the global economy, the DCEDC will represent Douglas County at several elite international assemblies. Focusing on our target industries (*Aerospace, Finance, Healthcare*)

- **Space Symposium:** (Apr 13-16) Showcasing Douglas County to aerospace leaders within Colorado's "Aerospace Alley". Biggest and most anticipated conference of the year.
- **BIO International Convention:** (Jun 22-25) Positioning the county as a hub for life sciences to 20,000 industry leaders.
- **Farnborough International Airshow:** (Jul 20-24) A global platform in the UK to recruit international aerospace firms and secure foreign direct investment.
- **Black Hat USA:** (Aug 1-6) Engaging with cybersecurity executives to promote Douglas County as a "Secure Hub" for regional headquarters.
- **AMOS International Conference:** (Sept 15-18) Direct engagement with tech innovators in Space Domain Awareness and satellite security.
- **Castle Rock & Metro Denver Target Trip:** (TBD) Potentially in California.

## **Business Retention and Local Expansion**

Sustaining our existing base is critical to long-term stability.

- **Quarterly Business Appreciation Events:** Proactive tools to celebrate local milestones and identify expansion opportunities.
  - **Ravenna Lunch** (Feb 19): A briefing on DCEDC efforts to expand business in 2025.
  - **Business Retention Event** (Apr 1): With HCA Health One.
  - **LEX Trip** (Sep 16-18): Partnership with Denver Metro to travel to Nashville, TN.
  - **November Event:** (TBD) Looking for a business in Parker.
- **Aerospace Day at the Capitol:** (Mar 16) Participation in celebrating the industry leaders, policymakers, and innovators in Colorado aerospace.
- **Annual Breakfast** (May 20): Hosted at the Sanctuary Golf Course. In communication with Nick Sly to be our speaker of the morning. (Vice President, Economist, and Denver Branch Executive at the Federal Reserve Bank of Kansas City)
- **State of Aerospace with Bisnow:** (Aug) A targeted event highlighting aerospace industry opportunities to expand this critical sector within the region.
- **Metro Denver EDC Site Selection Conference:** (Oct 6–9) Provides a platform to engage directly with national site selectors, featuring a dedicated "Douglas County Day" to showcase regional assets and industry clusters.
- **Annual Space Roundup:** (Dec 2–3) Colorado's premier space industry update and networking event, bringing together state aerospace leaders, government, and academia to shape the future of space exploration.
- **Lockheed Martin Supplier Event:** (TBD) Bridging the gap between local manufacturers and global aerospace procurement.

- **Rocket Launch with ULA:** (TBD) A high-profile recruitment delegation at Kennedy Space Center designed to attract new aerospace investment and strengthen prime contractor partnerships.
- **Commercial Broker Event** (TBD): Targeted sponsorship to gain visibility among real estate and economic development professionals, highlighting the county's immense growth potential.

### **Regional Growth & Sector Development**

- **Denver South EDC Roundtable** (Apr 30): A collaborative forum in Lone Tree for regional leaders to align on I-25 corridor growth, infrastructure, and regulatory efficiency.
- **Rocky Mountain Life Sciences - Beaver Run** (Sept 30–Oct 2): A premier investor conference used to secure capital and partnerships for Douglas County's health innovation economy.
- **Denver Chamber Leadership Exchange** (TBD): A strategic sponsorship to cultivate deep collaboration and regional economic cohesion.

### **Strategic Research & Marketing**

- **SCIF Feasibility Study:** Partnering with JLL to evaluate high-security facility infrastructure for defense sectors.
- **National Competitive Edge Analysis:** Hiring expert consultants to benchmark Douglas County against national competitors to optimize our value proposition.
- **Implementation Grant (Phase 2):** End of 2026 deadline to secure funding through Chips Grant, facilitated by OEDIT.
- **Contract Grant Writer:** A way for us to prioritize securing state and federal funding to win competitive awards.
- **OCO Site Selector Consultants:** Providing direct access to a global network of consultants who influence major corporate relocation decisions.
- **ReSimplifi:** A data-driven site selection tool providing prospective businesses with instant access to property data and regional demographics.

### **Next Steps for the DCEDC**

We remain committed to fostering a pro-business ecosystem that attracts global talent while supporting our local anchors like Lockheed Martin and newly acquired Sodern America. We are prepared to move forward with the 2026 roadmap and welcome any specific feedback or tactical priorities from the Board of Commissioners.

**Exhibit B**  
**METHOD OF PAYMENT**

The Consultant shall submit invoices to the County for services rendered from January 1, 2026 through December 31, 2026. Payment shall be structured in such a manner that 50% will be provided at the time of contract execution and 50% will be provided during the 3<sup>rd</sup> quarter of 2026.

The County shall pay the Consultant within thirty (30) days of receipt of the invoice, pursuant to Section 6 of the Contract.

**Total not to exceed amount of Contract:** Nine Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$937,500.00).

## Exhibit C INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

### OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR’s insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors** Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR 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. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** 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 or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

**Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**