



## AGREEMENT FOR REAL ESTATE LISTING AND SALE SERVICES

This Agreement for Real Estate Listing and Sale Services (the “Agreement”), is made and entered into by and between the County of Clear Creek, State of Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (“County”), and Keller Willilams Integrity Real Estate, LLC (“Consultant”). County and Consultant may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, County desires to engage the services of a consultant for real estate listing and sale services to market properties that it owns and therefore, issued a request for proposals to obtain proposals from qualified consultants for that purpose; and

**WHEREAS**, Consultant is in the business and experienced with providing real estate listing services in Clear Creek County for both residential and commercial properties; and

**WHEREAS**, County desires to engage Consultant to perform certain services and assistance in connection with the real estate listings of the properties that it owns and wishes to sell, and Consultant has the expertise, ability, knowledge and experience to provide those services; and

**WHEREAS**, the Parties desire to set forth herein the terms and conditions of this Agreement and their relationship.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services: All services to be performed by Consultant pursuant to this Agreement (the “Services”) are fully set forth and described in Exhibit A, attached hereto and incorporated herein by reference.

2. Consultant's Performance: Consultant shall be responsible for the completeness and accuracy of the Services, supporting data and other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein; provided that, Consultant may rely on the accuracy and completeness of information provided to it by County unless expressly informed it should not. The fact that County has accepted or approved Consultant's Services shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Services in a skillful, professional, and competent manner and in accordance with the standards of care, skill, and diligence applicable to real estate listing, marketing and sales with respect to similar Services.

3. Effective Date: The Effective Date of this Agreement shall be the date upon which it is fully executed by the Parties.

4. Term; Time of Completion; Option to Renew: The term of this Agreement shall be from the date the Agreement is fully executed by the Parties and 2/17/2026, and shall end one calendar year later, unless terminated earlier or further extended as provided in this Agreement. Consultant is expected to complete the Services within the term of this Agreement. County may, at its sole option, renew this Agreement for up to three additional one-year term(s) by giving notice of such renewal prior to the end of the then-current term.

5. Compensation and Payment: In consideration of its performance of the Services, the Consultant shall be paid a sum equal to 6% of the gross purchase price, and additional flat fees in the amounts of \$650.00 for Keller Williams Administrative Fee, and \$350 Transaction Coordination fee, for each property it successfully sells on behalf of County.

a. Consultant shall maintain comprehensive, complete and accurate records and accounts of its performance relating to this Agreement for a period of three (3) years following final payment hereunder, which period shall be extended at the County's reasonable request. County shall have the right within such period to inspect such books, records and documents upon demand, with reasonable notice and at a reasonable time, for the purpose of determining, in accordance with acceptable accounting and auditing standards, compliance with the requirements of this Agreement and the law.

6. Project Management: Michella Glass shall be designated as the Consultant's Project Manager for the Services. Colton Rohloff shall be County's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.

7. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. Consultant shall be, and shall perform as, an independent contractor. No agent, employee, or servant of Consultant shall be, or shall be deemed to be, the employee, agent or servant of County. Consultant shall be solely and entirely responsible for its acts and for the

acts of Consultant's agents, employees, servants and subcontractors during the performance of this Agreement. **Consultant understands and agrees that Consultant is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and that the Consultant is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship.**

8. Personnel: Consultant understands and hereby acknowledges that County is relying primarily upon the expertise and personal abilities of Michelle Glass, and this Agreement is conditioned upon his/her continuing direct personal involvement in the Services. County understands that other employees of Consultant will be working on portions of the Services; however, these employees shall be under the direct supervision of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Services, Consultant shall immediately notify County and County shall have the option to terminate this Agreement.

9. No Assignment: The parties to this Agreement recognize that the Services to be provided pursuant to this Agreement are professional in nature and that by entering into this Agreement County is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, Consultant may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of County, which consent County may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

10. Ownership of Documents: All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for Consultant in contemplation of, or in the course of, or as a result of, Services performed hereunder ("Prepared Information"), shall be promptly furnished to County, and is owned by County. Prepared Information specifically excludes Consultant's preexisting Services and/or Prepared Information developed by Consultant or acquired by Consultant that was not specifically developed for County. County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to County.

11. Confidentiality: Consultant acknowledges that it may receive confidential information from County for use in connection with its performance of the Services. Consultant further acknowledges that it may in the performance of the Services develop information, including facts, data, and opinions, which are, or in the County's judgment should be, confidential or limited in terms of dissemination. Consultant shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Services. All facts, data, and opinions developed by Consultant in the course of its performance of the Services shall be deemed to belong to County and no such facts, data, or

opinions shall be disseminated to anyone for any purpose without County's express written consent unless required by law.

Upon completion of the Services, Consultant shall return to the County all material the County supplied to the Consultant in connection with the performance of the Services.

12. Consultant's Insurance: Consultant shall purchase, and maintain throughout the course of its performance under this Agreement, such insurance as will protect Consultant and County from claims which may arise out of or result from Consultant's operations under the Agreement whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before the Consultant may commence any Services under this Contract, The Consultant must provide a certificate in a form satisfactory to the County showing that the County is named as an additional insured and that the coverage will not expire or be terminated without first giving the County thirty days' notice thereof.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

a. Workers' Compensation and Employer's Liability. The Consultant shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance. The Consultant shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$505,000 for any one person in any one occurrence and \$1,421,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

c. Automobile Liability Insurance. Consultant shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$505,000 for any one person in any one occurrence and \$1,421,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

d. Professional Liability (Errors and Omissions Liability) Insurance – At all times, Consultant shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Services by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years

beginning at the time the Services is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.

Subcontractors: Before permitting any of its subcontractors to perform any Services under this Agreement, the Consultant shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its Services, which type and amounts shall be subject to the approval of County, or (b) insure the activities of its subcontractors in its own policy.

13. Warranties: Consultant represents and warrants that:

a. It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by Consultant to County;

b. Any methodologies or programs or other intellectual property utilized under this Agreement were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

c. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado; and,

d. The execution, delivery and performance of this Agreement by Consultant does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other Agreement, instrument or understanding by which Consultant is bound or affected.

14. Consultant's Indemnity: Consultant shall indemnify and hold harmless County, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses including, but not limited to attorneys' fees, arising out of or resulting from Consultant's performance of the Services, including performance by anyone directly or indirectly employed by him or anyone for whose acts he may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

15. Conflicts Of Interest: Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

16. Termination for the Convenience of County: County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to Consultant. Upon such termination, County shall be liable only for Services

satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the Services which have been satisfactorily completed, provided that, at its sole option, County may require that Consultant complete particular tasks or subtasks. Upon termination Consultant shall deliver to County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to Consultant by County. Payment will be due within thirty (30) days after the Consultant has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.

17. Notices:

a. Key Notices. “Key Notices” under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection b, below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Consultant:

Michelle Glass  
Keller Williams Integrity Real Estate, LLC  
4500 E. Cherry Creek Dr., #260  
Denver, CO 80246  
Tel: 303-868-0011  
E-mail: michelldirect@kw.com

County:

Colton Rohloff, County Manager  
Clear Creek County Administration  
PO Box 2000  
Georgetown, CO 80444  
Tel: 303-679-2495  
E-mail: crohloff@clearcreekcounty.us

With a copy to:

Clear Creek County Attorney

P.O. Box 2000  
Georgetown, CO 80444  
E-Mail: [plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

All Key Notices to County shall include a reference to the Agreement including Consultant's name and the date of the Agreement.

b. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

18. Miscellaneous:

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

b. Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. Consultant shall require all subcontractors to agree to the provisions of this subparagraph.

c. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

d. Consultant shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Services.

e. Governmental Immunity. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

f. Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to County for inspection and audit for a period of three (3) years from the date of termination of the Agreement unless Consultant is notified in writing by County of the need to extend the retention period. Copies of such records shall be furnished to County upon request without charge by Consultant.

g. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

h. Accessibility Statement. Consultant acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), as amended (42 U.S.C. Sec. 1201, et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Consultant shall make good faith efforts to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County including, but not limited, to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701, et. seq.; the Colorado Anti-Discrimination Act, C.R.S. 24-34-401, et. seq., as amended; and, the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101, et. seq. Such compliance may include, but not be limited to, supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with version 2.1 Level AA of the Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Consultant shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

18. Budget Appropriation: Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement, nor shall any payment be made to Consultant, with respect to any period or Services performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below, which Agreement shall become effective as of the date of execution by the last party to execute the Agreement.

“COUNTY”  
COUNTY OF CLEAR CREEK, STATE OF  
COLORADO, by and through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Deputy Clerk and Recorder for  
Brenda L. Corbett  
Clear Creek County Clerk and Recorder

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

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Peter A. Lichtman  
County Attorney

“CONSULTANT”  
Keller Williams Integrity Real Estate, LLC

By: \_\_\_\_\_  
Michelle R Glass  
Senior Real Estate Broker

STATE OF COLORADO )  
County of Adair ) ss  
)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2026, by Michelle R. Glass, in their capacity as Consultant of Keller Williams Integrity Real Estate LLC, a S corporation, on behalf of the corporation.



\_\_\_\_\_  
Notary Public

# AGREEMENT FOR REAL ESTATE LISTING AND SALE SERVICES

## EXHIBIT A

### SCOPE OF THE SERVICES

Consultant shall provide, at minimum, the following services as they relate to properties the County asks the Consultant to list and sell:

1. **Property Valuation & Pricing Recommendation**
  - Conduct a market analysis and provide a recommended listing price for the subject property, supported by methodology, market data, and comparable sales.
2. **Marketing Plan**
  - Develop and implement a comprehensive marketing strategy to include online listing platforms, commercial real estate networks, signage, print materials, outreach to prospective buyers, and other industry-standard practices.
3. **Brokerage Services**
  - Manage inquiries, schedule and lead showings, coordinate due diligence, negotiate offers and counteroffers, and provide regular updates to County staff.
4. **Reporting Requirements**
  - Maintain a consistent communication plan including regular updates, weekly or bi-weekly activity summaries, status reviews, and recommendations.
5. **Contract Management & Closing Coordination**
  - Manage the transaction from offer to closing, including assisting with inspections, appraisals, title process, and closing documentation.

#### Future Property Listings

- The firm may be awarded additional property listings upon successful performance, subject to County approval and the execution of a new Professional Services Agreement.