

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING TUESDAY, OCTOBER 28, 2025

**AGENDA** 

Tuesday, October 28, 2025

1:30 PM

**Hearing Room** 

Invocation – Jason Van Divier

#### 1:30 PM

#### 1. Call to Order

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda
- c. Commissioners Disclosure for Items on This Agenda

#### 2. Ceremonies/Proclamations

a. Induction of Castle Pines Golf Club into the Hall of Fame for the BMW Golf Tournament that was Named PGA Tour of the Year.

Commissioner Van Winkle

#### 3. Consent Agenda

a. Approval of Business Meeting Minutes from October 14, 2025.

**Attachments:** Minutes Business Meeting 10.14.2025

b. Approval of Land Use/Public Hearing Minutes from October 14, 2025.

**Attachments:** Minutes LU PH Meeting 10.14.2025

c. Approval of Vouchers October 21, 2025 Christie Guthrie, Director of Finance — *Finance Department* 

**Attachments:** 10.21.25 BOCC

d. Fee Waiver Request in the Amount of \$250.00 for Nueva Vida Ministries at Fairgrounds Regional Park Field 1.

Steve Shoultz, CPRE, Asst. Dir. of Parks, Trails & Building Grounds — Department of Community Development

**Attachments:** Cover Page

Staff Report - La Liga Soccer Fee Waiver 2025

e. Fee Waiver Request in the Amount of \$1,210.00 for the Turkey ROCK Trot at Fairgrounds Regional Trail.

Steven E. Koster, AICP, Assistant Director of Planning Services — Department of Community Development

**Attachments:** Cover Page

Staff Report - Turkey Rock Trot Fee Waiver

f. Public Contract for Services with Forvis Mazars, LLP for Audit Services for Fiscal Year 2025 in the Amount of \$247,350.00.

Christie Guthrie, Director of Finance — Finance Department

**Attachments:** Cover Page

PCS Forvis Mazars LLP year ending 12.31.25 Updated 10.15.2025

with Mapping Language

g. Funding Request from the Colorado State Forest Service Through the Forest Restoration and Wildfire Risk Mitigation Grant Program,

Holly Carrell, Special Project Manager — County Administration

**Attachments:** Cover Page

2025-26-FRWRM-Capacity-App FINAL

h. Purchase Request to CDW-G for Replacement Panasonic Toughbooks in the Amount of \$124,902.00 for the Douglas County Sheriff's Office.

Taylor Davis, Support Services Division Chief at DCSO and Jim Brown, CIO Douglas County IT — Sheriff

**Attachments:** Cover Page

800900 CDWG 27 MDT Replacements \$124,902

 Acceptance of the BSAR YE Distribution - BSAR-YE-25-011 Douglas County 2025 Search and Rescue Year-End Distribution - \$11,076.60
 Michael McIntosh, Division Chief — Sheriff

**Attachments:** Cover Page

2025 Grant Application Submitted 062725

2025 KCW YE Distribution Notification\_Douglas

j. Cognizant Annual Renewal of the ServiceNow Application Support in the Amount of \$243,360.00.

Jim Brown, Chief Technology Officer — Information Technology

**Attachments:** Cover Page

<u>Cognizant SOW SNOW 2026 243,360 DRAFT</u> Cognizant SNOW 2025 243,360 Final-2 10.20.25

k. Intergovernmental Agreement Between Douglas County and Elbert County for the Period up to July 1, 2030.

Daniel Roberts, Assistant Director, Operations — Department of Public Works Engineering

**Attachments:** Cover Page

Elbert County Page 1
Elbert County Page 2
Elbert County Page 3
Signed by Elbert

1. Intergovernmental Agreement Between Castlewood Canyon State Park and Douglas County. Daniel Roberts, Assistant Director, Operations — *Department of Public Works Engineering* 

**Attachments:** Cover Page

IGA Castelwood Canyon State Park

m. Anti-Icing Deicing Material Bid Award.

Daniel Roberts, Assistant Director, Operations — Department of Public Works Engineering

**Attachments:** Cover Page

Anti Icing Deicing Bid Award Extension Letters 2025 2026

n. Amendment No. One (1) to the Public Contract for Services (PCS) with Felsburg, Holt & Ullevig, Inc. for the Waterton - Moore Infrastructure Project, in the Amount of \$300,000.00, Douglas County Project Number CI 2025 - 019.

Sean P. Owens, PE, Special Projects Manager — Department of Public Works Engineering

**Attachments:** Cover Page

PCS AMEND 1- FHU Waterton-Moore Infrastructure

Project CI2025-019 Oct 2025

o. ConvergeOne (C1) Contract Approval of Public Safety Managed Services and Service Level Agreement with Guaranteed Pricing through 2030. Funding Provided by Douglas County Emergency Communication Authority in the Amount of \$207,000.00.

Taylor Davis, Division Chief Support Services — Sheriff

Attachments: 2025 Professional Services Agreement 10222025

p. Resolution Approving the Draw in the Amount of \$195,420.15 on Irrevocable Letter of Credit No. 100107380-3, issued by AMG Bank, National Trust Bank, In Connection with Arrowpoint Subdivision - DV2020-197 - Warranty Performance Security.

Janet Peterson, Engineering Agreements Technician — Department of Public Works Engineering

**Attachments:** Cover Page

Arrowpoint Correspondence

Resolution - LOC AMG Bank - Arrowpoint DV2020-197

#### 4. Regular Agenda

a. Amendment of Exhibit B, Private Parking Restricted Areas, Including Additional Locations within the County to Control and Regulate the Movement and Parking of Motor Vehicles on Private Property, from Ordinance O-25-001, An Ordinance for the Regulation of Traffic and Parking.

Commander Alan Stanton — Sheriff

**Attachments:** Cover Page

Ordinance No. O-025-001 An Ordinance for the Regulation of Traffic

and Parking Amended Exhibit B 101025

b. Fairgrounds Business Model Adjustment

Zach Burns, Fairgrounds Manager — Fairgrounds Operations

**Attachments:** Cover Page

FG Facility Use Policies and Procedures 10.23.2025

### 5. Citizen Comments / Organization Comments - If Time Allows

- At this time, you are welcome to comment about any topic other than those that appeared on today's agenda. This is an opportunity to share your thoughts and ideas with us.
- Please state your name and where you reside prior to making comments. You will have up to 3 minutes.
- Any Disruptive behavior, such as impeding officials, refusing to leave when asked, or attempting to disrupt the meeting, may result in criminal charges.
- Commissioner comments, if any, will follow all citizen comments.

#### **6.** Commissioner Comments

#### 7. Other Business

## 8. County Manager

a. County Manager Report.

Attachments: County Manager Report 10.28.25

### 9. Adjournment

\*\*The Next Business Meeting Will be Held on Tuesday, November 3, 2025 @ 1:30 p.m. \*\*



**MEETING DATE:** October 28, 2025

**STAFF PERSON** 

**RESPONSIBLE:** Commissioner Van Winkle

**DESCRIPTION:** Induction of Castle Pines Golf Club into the Hall of Fame for the BMW Golf

Tournament that was Named PGA Tour of the Year.



**MEETING DATE:** October 28, 2025

**DESCRIPTION:** Approval of Business Meeting Minutes from October 14, 2025.

**ATTACHMENTS:** 

Minutes Business Meeting 10.14.2025



# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING TUESDAY, OCTOBER 14, 2025

### **MINUTES**

Tuesday, October 14, 2025

1:30 PM

**Hearing Room** 

Invocation – Reverend. Dr. Caressa Murray

**PRESENT:** Chairperson Abe Laydon

Commissioner Kevin Van Winkle

Vice Chair George Teal

#### 1:30 PM

#### 1. Call to Order

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

#### 6. Commissioner Comments

Commissioner Van Winkle provided comment and discussed new motion.

Commissioner Laydon commented on this.

Commissioner Teal commented on this.

This is Motion No. 025-170

Commissioner Van Winkle moved that the Board approve to direct staff to draft a plan to present to the School District with a 50% match for security needs.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Laydon, Van Winkle, Teal

#### 2. Ceremonies/Proclamations

a. Resolution Recognizing October 2025 as National Domestic Violence Awareness Month.

Steven Dodrill, Department of Community Development, addressed the Board to present on this Item and read the Resolution.

Sabrina Wright-Hobart addressed the Board to comment on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal moved.

Commissioner Van Winkle seconded.

This is Motion No. 025-171

Commissioner Teal moved that the Board approve Resolution Recognizing October 2025 as National Domestic Violence Awareness Month.

**RESULT:** ADOPTED **MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle, Teal

Resolution No: R-025-086

### 3. Consent Agenda

This is Motion No. 025-172

Commissioner Van Winkle moved that the Board approve the Requests in All Items "a" through "t" of the consent agenda. Item "u" is pulled from the agenda.

**RESULT:** ACCEPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Laydon, Van Winkle, Teal

- a. Approval of Business Meeting Minutes from September 23, 2025.
- b. Approval of Land Use/Public Hearing Minutes from September 23, 2025.
- c. Approval of Vouchers September 30, 2025
- d. Approval of Vouchers October 7, 2025
- e. Approval of Vouchers October 14, 2025
- f. Following the Recommendation of Assessor's Office to Settle BAA Appeal.
- g. Resolution Approving the Recommendation of the Abatement Hearing Referee. Resolution No: R-025-087
- Resolution Certifying Costs of Prosecuting Crimes Alleged to Have Been Committed by Persons in the Custody of the Colorado Department of Corrections.
   Resolution No: R-025-088

- i. Fee Waiver Request in the Amount of \$1,382.02 for Sedalia Water and Sanitation District.
- j. Change Order to Motorola Solutions, Inc to Purchase a Generator for Placement at the Deckers Radio/Cheesman Reservoir Site in the Amount of \$39,526.60.
- k. Purchase Order Request for the DC North Simulcast Cell 48V Power Plants With ThinAir Communications in the Amount of \$145,506.96.
- 1. Temporary Contract Dispatchers for Douglas Regional 9-1-1 in the Amount of \$359,000.00.
- m. Sempera Public Contract for Services for Enterprise Collaboration Support in the Amount of \$112,000.00.
- n. Resolution Approving an Intergovernmental Agreement Between the Twin Mesa Metropolitan District and the Board of County Commissioners of the County of Douglas, State of Colorado, Concerning Maintenance of Vacated Sections of Twin Oaks Road and Clarkes Circle.

Resolution No: R-025-089

- o. Amendment No. 4 to the Public Contract for Services for the Baldwin Dam, 7627 Ponderosa Lane Pasture Restoration Contract, Douglas County Project No. SP2021-002, with Back 40 Acres, LLC for an amount not to exceed \$50,000.00.
- p. Construction Contract with Inliner Solutions, LLC for the Highlands Ranch Small Storm Sewer UV CIPP Lining Project in the Amount of \$275,000.00, Douglas County Project # SP 2025-015.
- q. Construction Contract with Three Sons Construction, LLC for the Highlands Ranch Bell Flower Way Manhole Project in the Amount of \$225,000.00, Douglas County Project # SP2025-013.
- r. Construction Contract with Mocon Pacific, Inc. for the 2025 Rural Culvert UV CIPP Lining Project in the Amount of \$245,000.00, Douglas County Project # SP 2025-012.
- s. Acceptance of a Secondary Storm Drainage Easement from Grace Chapel for Castle View #1 2nd Amendment Lots 1A & 1B (Echelon at County Line Apartments) to Provide Access to the Private Stormwater System to Perform Maintenance in the Event the Owner Fails to Adequately Maintain said Facilities, Douglas County Project No. DV2024-332.
- t. Acceptance of this Drainage Easement from 380 Inverness Owner, LLC Whose Address is 808 Washington Street, Suite 500, Vancouver, WA. 98660. Douglas County project #DV2024-394.
- u. Three Resolutions Approving the Draw of Three Irrevocable Letters of Credit, issued by BMO Bank, N.A., In Connection with Stone Creek Ranch Filing 1, Village A, (DV2014-380) Warranty Performance Security.

#### 4. Regular Agenda

- a. First Amendment to Contract to Exchange Real Property Between Douglas County, SR Acquisitions LLC, SR Waterton LLC, and SR Conservation LLC
  - Dan Avery, County Administration, addressed the Board to present on this Item.
  - Commissioner Laydon commented on this Item and asked a clarifying question.

Mr. Avery addressed the Board to help answer the Commissioner's question.

Sam Herman, Sterling Ranch, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

**Public Comment:** 

Frank McNulty, Highlands Ranch, addressed the Board to provide public comment.

Gary Debus, Sterling Ranch, addressed the Board to provide public comment and enter an Item as Exhibit into the Record.

Commissioner Van Winkle asked Mr. Debus a clarifying questions.

Mr. Debus addressed the Board to help answer the Commissioner's questions.

Commissioner Laydon asked clarifying questions.

Mr. Avery addressed the Board to help answer the Commissioner's questions.

Ellie Reynolds, Douglas County EDC, addressed the Board to provide public comment. Lynn Moffett, Sterling Ranch, addressed the Board to provide public comment.

Mark Holzemer addressed the Board to provide public comment.

Monica Wasden, Highlands Ranch, addressed the Board to provide public comment.

David Clarkson addressed the Board to provide public comment.

Phillip Holland, Valley View Christian Church, addressed the Board to provide public comment.

Murphy Robinson, Douglas County EDC, addressed the Board to provide public comment.

Kaylin Bockenfeld, Parker, addressed the Board to provide public comment.

Jordan Getz, Douglas County EDC, addressed the Board to provide public comment. Commissioner Van Winkle asked Mr. Getz clarifying questions.

Mr. Getz addressed the Board to help answer the Commissioner's questions.

David Procter addressed the Board to provide public comment.

Commissioner Laydon asked Mr. Proctor clarifying questions.

Mr. Procter addressed the Board to help answer the Commissioner's questions.

Jake Bockenfeld addressed the Board to provide public comment.

Bob Marshall, Highlands Ranch, addressed the Board to provide public comment. Commissioner Teal commented on this Item and asked Mr. Marshall clarifying questions. Mr. Marshall addressed the Board to help answer the Commissioner's questions.

Commissioner Van Winkle commented on this Item and asked Mr. Marshall clarifying questions.

Mr. Marshall addressed the Board to help answer the Commissioner's questions.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Brock Smethills, Sterling Ranch, addressed the Board to comment on this Item.

Gary Debus, Sterling Ranch, addressed the Board to comment on this Item.

Dan Avery addressed the Board to comment on this Item.

Commissioner Laydon asked clarifying questions.

Mr. Avery addressed the Board to help answer the Commissioner's questions. Martha Marshall, Director of Budget, addressed the Board to help answer the Commissioner's questions.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-173

Commissioner Teal moved that the Board approve First Amendment to Contract to Exchange Real Property Between Douglas County, SR Acquisitions LLC, SR Waterton LLC, and SR Conservation LLC

**RESULT:** ADOPTED **MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle, Teal

- 5. Citizen Comments / Organization Comments If Time Allows
- 7. Other Business
- 8. County Manager
  - a. County Manager Report.

# 9. Adjournment

\*\*The Next Business Meeting Will be Held on Tuesday, October 28, 2025 @ 1:30 p.m.\*\*



**MEETING DATE:** October 28, 2025

**DESCRIPTION:** Approval of Land Use/Public Hearing Minutes from October 14, 2025.

**ATTACHMENTS:** 

Minutes LU\_PH Meeting 10.14.2025



# BOARD OF COUNTY COMMISSIONERS LAND USE MEETING/PUBLIC HEARING

# **TUESDAY, OCTOBER 14, 2025**

# **MINUTES**

Tuesday, October 14, 2025

2:30 PM

**Hearing Room** 

#### 2:30 PM

1. Call to Order

**PRESENT:** Vice Chair George Teal

Chairperson Abe Laydon

Kevin Van Winkle

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

- c. Commissioners Disclosure for Items on This Agenda
- 2. Land Use Meeting Agenda Items

## 3. Public Hearing Agenda Items

a. Wildcat Regional Park - Land Disposal Request - Project File: MI2025-015.

Steve Koster, Department of Community Development, addressed the Board to present on this Item.

Mike Bailey, Applicant, addressed the Board to further present on this Item.

Mark Giebel, Applicant, addressed the Board to further present on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item and asked clarifying questions.

Mr. Koster addressed the Board to help answer the Commissioner's questions.

Jeff Garcia, County Attorney, commented on this Item to help answer the Commissioner's questions.

Commissioner Laydon commented on this Item and asked clarifying questions.

Mr. Garcia, County Attorney, commented on this Item to help answer the Commissioner's questions.

Public Comment: None

Commissioner Teal commented on this Item.

This is Motion No. 025-174

Commissioner Teal moved that the governmental use or purpose of Wildcat Regional Park Will be furthered by disposal of the land through conveyance to the Highlands Ranch Community Association - Project File: MI2025-015.

RESULT: ACCEPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

This is Motion No. 025-175

Commissioner Van Winkle moved that the Board approve Conveyance of Wildcat Regional Park to the Highlands Ranch Community Association - Project File: MI2025-015.

**RESULT:** ADOPTED

MOVER: Kevin Van Winkle SECONDER: George Teal

AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

b. Parks, Trails, Historic Resources and Opens Space Funding Agreement Between Douglas County and the Highlands Ranch Community Association for the Construction of Wildcat Regional Park and the Adjoining Trail Network in the Amount of \$3,500,000.00

Dan Dertz, Department of Community Development, addressed the Board to present on this Item.

Mike Bailey, Applicant, addressed the Board to further present on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item and asked a clarifying question. Mr. Bailey addressed the Board to help answer the Commissioner's question.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-176

Commissioner Teal moved that the Board approve Parks, Trails, Historic Resources and Opens Space Funding Agreement Between Douglas County and the Highlands Ranch Community Association for the Construction of Wildcat Regional Park and the Adjoining Trail Network in the Amount of \$3,500,000.00

**RESULT:** ADOPTED **MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Vice Chair Teal, Laydon and Commissioner Van Winkle

c. Compark Business Campus Metropolitan District - Service Plan 1st Amendment - Project File: SV2025-006.

DJ Beckwith, Department of Community Development, addressed the Board to present on this Item.

Audrey Johnson, Applicant, addressed the Board to further present on this Item.

Commissioner Van Winkle commented on this Item and asked a clarifying question.

Ms. Johnson addressed the Board to answer the Commissioner's question.

Commissioner Teal commented on this Item and asked clarifying questions.

Ms. Johnson addressed the Board to answer the Commissioner's questions.

Mr. Beckwith addressed the Board to help answer the Commissioner's questions.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-177

Commissioner Van Winkle moved that the Board approve Compark Business Campus Metropolitan District - Service Plan 1st Amendment because it does meet all of the approval criteria - Project File: SV2025-006.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Vice Chair Teal, Laydon and Commissioner Van Winkle

d. Antelope Crossing - Rezoning - Project File: ZR2024-015.

Carolyn Washee-Freeland, Department of Community Development, addressed the Board to

present on Item 3d and 3e.

Commissioner Van Winkle commented on this Item and asked clarifying questions. Ms. Washee-Freeland addressed the Board to help answer the Commissioner's questions.

CJ Kirst, Applicant, addressed the Board to comment on this Item.

Commissioner Laydon asked clarifying questions.

Mr. Kirst addressed the Board to help answer the Commissioner's questions.

Ms. Washee-Freeland addressed the Board to help answer the Commissioner's questions.

Commissioner Laydon asked the applicant if they agreed to the conditions presented.

Mr. Kirst addressed the Board to agree to the conditions presented.

Public Comment: None

Commissioner Teal commented on this Item.

This is Motion No. 025-178

Commissioner Teal moved that the Board approve Antelope Crossing - Rezoning because it does meet all of the approval criteria - Project File: ZR2024-015.

RESULT: ADOPTED MOVER: George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Vice Chair Teal, Laydon and Commissioner Van Winkle

e. Antelope Crossing - Minor Development Plat - Project File: SB2024-066.

This is Motion No. 025-179

Commissioner Van Winkle moved that the Board approve Antelope Crossing - Minor Development Plat - because it does meet all of the approval criteria as presented, with 8 conditions as presented, Project File: SB2024-066.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Vice Chair Teal, Laydon and Commissioner Van Winkle

### 4. Adjournment

\*\*The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, October 28, 2025 @ 2:30 p.m. \*\*

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Christie Guthrie, Director of Finance

**DESCRIPTION:** Approval of Vouchers October 21, 2025

**SUMMARY:** The attached printout lists vouchers and electronic funds transfers requiring

Board approval.

Vouchers \$ 10,602,473.97

Electronic Funds Transfers \$

Handwritten Checks \$ 4,049,562.52

Purchasing Card Charges \$

Election Judges \$

TOTAL: \$ 14,652,036.49

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

RECOMMENDED

**ACTION:** Approval.

**REVIEW:** 

Christie GuthrieApprove10/15/2025Jeff GarciaApprove10/17/2025Doug DeBordApprove10/17/2025

**ATTACHMENTS:** 

10.21.25 BOCC

R55AP001

#### DOUGLAS COUNTY GOVERNMENT Payment Register Report

10/14/2025 10:31:41

Payment Number	Payment Date	<u>Vendor Name</u> 23RD JUDICIAL DISTRICT JUVENILE	<u>Invoice Number</u>	<u>Fund</u>	Business Unit	Business Unit Description	Object Acct	Account Description	<u>Amount</u>	<u>Remark</u>
111358	10/22/25	ASSESSMENT CENTER	SF1682	210	44500	CHILD WELFARE	443600	Other Professional Services	16,750.00	Q3 2025 COMMUNITY ASSESSMENT
111359	10/22/25	3M COMPANY	9435949578	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	1,026.00	SIGN FILM
111360	10/22/25	4 RIVERS EQUIPMENT LLC	1827945	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	207.17	FLEET PARTS
111361	10/22/25	ABSOLUTE GRAPHICS INC	35330	100	21600	RECORDS	433500	Clothing & Uniforms	403.24	POLOS & JACKETS
111362	10/22/25	ACORN PETROLEUM INC	28207IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,296.44	FUEL FOR SOUTHEAST FACILITY
			28206IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	7,214.96	FUEL FOR HIGHLANDS RANCH SUBSTATION
								Total Payment	9,511.40	
111363	10/22/25	ADVANCED NETWORK MANAGEMENT	IN110379	100	802009	IT INFRASTRUCTURE	443600	Other Professional Services	5,162.63	NETWORK UPGRADE
			IN110428	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	1,326.00	LANSING HARDWARE
								Total Payment	6,488.63	
111364	10/22/25	AGING RESOURCES OF DOUGLAS COUNTY	ARDCTRANS0925	100	861001	STATE SENIOR SERVICES GRANT	443600	OPS/OAA ARDC ASST TRANSPORT 25	10,084.15	DRCOG SENIOR TRANSPORTATION GRANT
			MMOFSEP25	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ TRIPS	1,435.00	CDOT MMOF TRANSPORTATION GRANT
			ARDCCHORE0925	100	861001	STATE SENIOR SERVICES GRANT	443600	OPS/OAA ARDC CHORES 2025	1,020.00	DRCOG SENIOR CHORE GRANT
			DRCOG5310CCSEP25	100	861541	CDOT 5310 GRANT	443600	OPS/2025 ARDC/ CALL CENTER	2,491.30	DRCOG TRANSPORTATION GRANT
			DRCOG5310SEP25	100	861541	CDOT 5310 GRANT	443600	OPS/2025 ARDC/ TRIPS	12,598.00	DRCOG TRANSPORTATION GRANT
								Total Payment	27,628.45	
111365	10/22/25	ALKU TECHNOLOGIES LLC	629526	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	3,900.00	WORKSMART CONSULTING
111366	10/22/25	ALLEGION ACCESS TECHNOLOGIES LLC	90069371	100	19100	FACILITIES ADMINISTRATION	444700	Other Repair & Maint. Service	1,831.50	REPAIR SERVICE CALL
111367	10/22/25	ALLHEALTH NETWORK	2413	296	861577	ARPA-REVENUE REPLACEMENT	443600	OPS/Veterans MH	7,741.98	SEP 2025 ARPA VETERANS MENTAL HEALTH
			2412	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	6,386.51	SEP 2025 SERVICES
			2414	100	802031	HB22-1281 CYF SFY2025	443600	Other Professional Services	6,558.49	SEP 2025 SERVICES
								Total Payment	20,686.98	
111368	10/22/25	AMRIZE WEST CENTRAL INC	721623089	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	1,326.78	RIP RAP
			721748509	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	18,218.64	ROAD BASE
			721755312	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	16,961.53	ROAD BASE
			721761837	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	9,105.78	ROAD BASE
			721748508	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	10,800.68	ROAD BASE
			721761837	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	13,162.82	ROAD BASE
								Total Payment	69,576.23	
111369	10/22/25	ARMORED KNIGHTS INC	10369	100	13100	TREASURER	443530	Other Bank Fees	310.30	ARMORED CAR SERVICES
111370	10/22/25	AUTOAUTO WASH LLC	WO52216B	100	19920	FLEET-CAR WASH FACILITY	444400	Service Contracts	5,187.33	CAR WASH CHEMICALS
111371	10/22/25	AXIOM HUMAN RESOURCE SOLUTIONS	QB002413	210	44100	ADMINISTRATION BLOCK GRANT	444550	Software/Hardware Subscription	214.11	SEP 2025 USER FEE
111372	10/22/25	BEACON COMMUNICATIONS LLC	39152	100	18100	IT ADMINISTRATION	444700	Other Repair & Maint. Service	590.00	HEARING ROOM SUPPORT
111373	10/22/25	BENESCH	336324	230	800163	CHAMBERS EXT(LINCOLN -S.BRDWY)	473100	Roads, St., Drainage-Eng.	8,766.00	CONSTRUCTION MANAGEMENT -LINCOLN & CHAMBERS
			336444	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	473100	Roads, St., Drainage-Eng.	88,787.00	CONSTRUCTION MANAGEMENT - WEST FRONTAGE RD
			J30999	230	500129	. 25 THORTAGE RECTORMEDIANSON)	4/3100	Total Payment	97,553.00	
111374	10/22/25	BRANNAN AGGREGATES	CI2025003APP7RTNG	200	800100	CONTRACTED MAJOR ROAD MAINT	211810	Retainage Payable	(236,900.84)	2025 ASPHALT OVERLAY PROGRAM
			CI2025003APP7/2025202	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	3,221,755.86	2025 ASPHALT OVERLAY PROGRAM
								Total Payment	2,984,855.02	

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111375	10/22/25	BURNETT, CHRISTOPHER LEE	110125-110525PERDIEM	217	861462	CDC INFRASTRUCTURE OPHP	445300	Travel Expense	460.00	AMERICAN PUBLIC HEALTH ASSOCIATION CONFERENCE, WASHINGTON, DC
111376	10/22/25	CASI COLORADO ASPHALT SERVICES INC	68574	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,487.30	COLD MIX FOR POTHOLES
111377	10/22/25	CASTLE ROCK SENIOR ACTIVITY CENTER	MMOFSEP25 CRSCTRANS0925	100 100	802039 861001	CDOT MMOF - MULIT-MODAL OPTION STATE SENIOR SERVICES GRANT	443600 443600	OPS/2024 CRSAC TRIPS OPS/CRSAC ASST TRANSPORT 2025 Total Payment	3,500.00 17,850.00 21,350.00	CDOT MMOF TRANSPORTATION GRANT DRCOG SENIOR TRANSPORTATION GRANT
111378	10/22/25	CATHOLIC CHARITIES OF CENTRAL COLORADO	HRP02024017	100	802042	HOMELESS RESOLUTION PROG 2024	447500	OPS/HRP 2024	26.25	SEP 2025 SERVICES
111379	10/22/25	CCMSI	187024IN	620	19400	UI/WC/DISABILITY SELF-INS.	458400	Workers Compensation Claims	52,023.83	SEP 2025 WC DEDUCTIBLES
111380	10/22/25	CENTER COPY BOULDER, INC.	71298 71283 71277 71276 71278	221 220 210 210 210	27200 22100 44100 44100 44100	DCSD MIDDLE SCHOOL SRO PROGRAM PATROL-LEA ADMINISTRATION BLOCK GRANT ADMINISTRATION BLOCK GRANT ADMINISTRATION BLOCK GRANT	440100 440100 440100 440100 440100	Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Total Payment	36.75 315.00 33.60 84.00 103.09 572.44	BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS ENVELOPES
111381	10/22/25	CENTRAL SALT LLC	PSI2518473 PSI2518338 PSI2518501 PSI2518385 PSI2518416	200 200 200 200 200	31500 31500 31500 31500 31500	SNOW AND ICE REMOVAL SNOW AND ICE REMOVAL SNOW AND ICE REMOVAL SNOW AND ICE REMOVAL SNOW AND ICE REMOVAL	448400 448400 448400 448400 448400	Salt & Other Ice Removal Total Payment	1,936.22 4,253.35 2,205.44 1,919.55 4,265.02 14,579.58	BULK SALT PARKER BULK SALT PARKER BULK SALT PARKER BULK SALT PARKER BULK SALT PARKER
111382	10/22/25	CHANDLER ASSET MANAGEMENT INC	2508DOUGLASC	100	13100	TREASURER	443150	Acctg & Financial Services	10,958.33	SEP 2025 INVESTMENT ADVISOR FEE
111383	10/22/25	CHURCH OF THE ROCK	093025CC	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	3,575.00	SEP 2025 SERVICES
111384	10/22/25	CIRCULAR EDGE LLC	30351	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	14,590.00	JDE FUNC MSP AUG 2025
111385	10/22/25	CITY OF AURORA	SEP2025 SEP2025	100 100	100 100	GENERAL FUND GENERAL FUND	214515 214514	Due to Aurora - Auto Use Tax Due to Aurora - MV License Fee Total Payment	51,727.13 1,137.39 52,864.52	MV SALES TAX - SEP 2025 MV LICENSE FEES - SEP 2025
111386	10/22/25	CITY OF CASTLE PINES	SEP2025 SEP2025	100 100	100 100	GENERAL FUND GENERAL FUND	214517 214516	Due to Castle Pines Auto Use Due to Castle Pines MV License Total Payment	205,479.66 4,081.11 209,560.77	MV SALES TAX - SEP 2025 MV LICENSE FEES - SEP 2025
111387	10/22/25	CITY OF LITTLETON	SEP2025 SEP2025	100 100	100 100	GENERAL FUND GENERAL FUND	214506 214503	Due to Littleton-Auto Use Tax Due to Littleton-MV License Total Payment	3,337.68 718.75 <b>4,056.43</b>	MV SALES TAX - SEP 2025 MV LICENSE FEES - SEP 2025
111388	10/22/25	CITY OF LONE TREE	SEP2025	100	100	GENERAL FUND	214504	Due to Lone Tree-MV License	3,775.44	MV LICENSE FEES - SEP 2025
111389	10/22/25	CLEAR BALLOT GROUP INC	CBG33443	100	12500	ELECTIONS AND REGISTRATION	474500	Computer Equipment	78,282.00	BALLOT SOFTWARE
111390	10/22/25	COFFEE, RONALD	080625-081425	100	21750	EMERGENCY SERVICES UNIT	445300	Travel Expense	7,696.73	FIRE ASSIGNMENT BACKFILL
111391	10/22/25	COLORADO COMMUNITY MEDIA	QZX4FBS60001	100	16200	PLANNING & ZONING SERVICES	440200	Newspaper Notices/Advertising	28.82	NEWS PRESS NOTICE
111392	10/22/25	COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT	SEP2025	100	100	GENERAL FUND	214406	Due to State-PH Marriage Licen	1,296.00	MARRIAGE LICENSE FEES - SEP 2025

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111393	10/22/25	COLORADO DEPARTMENT OF HUMAN SERVICES	SEP2025	100	100	GENERAL FUND	214411	Due to State-HS Marriage Licen	8,640.00	MARRIAGE LICENSE FEES - SEP 2025
111394	10/22/25	COLORADO DEPARTMENT OF STATE	SEP2025	100	100	GENERAL FUND	214430	Due to State - eRecording	10,674.00	E-RECORDING FEES - SEP 2025
111395	10/22/25	COLORADO VETERINARY SPECIALTY GROUP LLC	167	217	46200	EMERGENCY PREP/DISEASE CONTROL	443100	Medical, Dental & Vet Services	1,749.00	ANIMAL SERVICES
111396	10/22/25	COMPASSCOM SOFTWARE CORPORATION	6778	200	31400	MAINTENANCE OF CONDITION	442400	Telephone/Comm.*AVL	603.19	MONTHLY SATELLITE SUBSCRIPTION
111397	10/22/25	CORE ELECTRIC COOPERATIVE	23007800/100725	100	51100	PARK MAINTENANCE	450210	Electric	185.68	17299 LINCOLN AVE
111398	10/22/25	CORE ELECTRIC COOPERATIVE	23795200/100725	100	51100	PARK MAINTENANCE	450210	Electric	385.86	7575 E PARK DR
111399	10/22/25	CORE ELECTRIC COOPERATIVE	83507503/100725	100	51100	PARK MAINTENANCE	450210	Electric	574.95	800 MAIN ST
111400	10/22/25	CORE ELECTRIC COOPERATIVE	25299000/100725	100	51100	PARK MAINTENANCE	450210	Electric	621.82	4815 FOX SPARROW RD
111401	10/22/25	CORE ELECTRIC COOPERATIVE	21306400/100725	100	51100	PARK MAINTENANCE	450210	Electric	1,836.76	701 GILBERT ST #L
111402	10/22/25	CORE ELECTRIC COOPERATIVE	20546500/100725	100	51100	PARK MAINTENANCE	450210	Electric	2,033.86	9918 JORDAN RD
111403	10/22/25	CORE ELECTRIC COOPERATIVE	24684000/100725	100	51100	PARK MAINTENANCE	450210	Electric	5,714.21	701 GILBERT ST
111404	10/22/25	CORE ELECTRIC COOPERATIVE	83021003/100625	200	31400	MAINTENANCE OF CONDITION	450210	Electric	65.19	SEDALIA SHOP
111405	10/22/25	CORE ELECTRIC COOPERATIVE	55251301/100725	100	51100	PARK MAINTENANCE	450210	Electric	32.43	8176 HILLCREST WAY
111406	10/22/25	CORE ELECTRIC COOPERATIVE	95587028/100225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	68.56	LINCOLN VMS 082825-093025
111407	10/22/25	CORE ELECTRIC COOPERATIVE	83555100/100725	100	51100	PARK MAINTENANCE	450210	Electric	34.64	800 MAIN ST STE B
111408	10/22/25	CORE ELECTRIC COOPERATIVE	20718400/100725	100	51100	PARK MAINTENANCE	450210	Electric	55.94	6900 N PINERY PKWY
111409	10/22/25	CORE ELECTRIC COOPERATIVE	23007700/100725	100	51100	PARK MAINTENANCE	450210	Electric	112.93	9918 JORDAN RD
111410	10/22/25	COSTAR REALTY INFORMATION INC	122837513	100	14100	ASSESSOR ADMINISTRATION	444500	Software/Hardware Supp./Maint.	8,412.21	APPRAISAL SOFTWARE
111411	10/22/25	CREDITRON CORPORATION	CRDMN0001141 CRDMN0001142	100 100	13100 13100	TREASURER TREASURER	444500 444500	Software/Hardware Supp./Maint. Software/Hardware Supp./Maint. Total Payment	15,234.44 3,082.04 18,316.48	SOFTWARE MAINTENANCE 2026 SOFTWARE MAINTENANCE 2026
111412	10/22/25	CROWE LLP	C1237870	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	116,000.00	WORKSMART DYNAMICS IMPLEMENTATION
111413	10/22/25	CUSHING TERRELL	201249	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	12,427.20	MONUMENT SIGNAGE
111414	10/22/25	DOMINION WATER AND SANITATION DISTRICT	1067	296	861585	ARPA DOMINION HWY 85 WASTEWATE	465100	Contributions - Misc.	1,876,354.73	HWY 85 WASTEWATER IGA
111415	10/22/25	DOUGLAS COUNTY COMMUNITY FOUNDATION	PSM2025 DCCFOPS2025	100 100	41200 41200	PHILIP MILLER GRANT PHILIP MILLER GRANT	465100 465100	Contributions - Misc. Contributions - Misc. Total Payment	195,000.00 65,000.00 <b>260,000.00</b>	PHILIP MILLER GRANT FUNDS PHILIP MILLER GRANT FUNDS
111416	10/22/25	EDGECONNEX REAL ESTATE HOLDING	2025REBATE2	100	65500	ECONOMIC DEVELOPMENT SERVICES	453250	BPPT Rebate	297.00	2024 BUSINESS TAX REBATE
111417	10/22/25	ELITE SURFACE INFRASTRUCTURE	CI2021032APP3 CI2021032APP3RTNG	230 200	800117 800100	CONTRACTED MAINTENANCE CONTRACTED MAJOR ROAD MAINT	473200 211810	Road-St Drainage Construction Retainage Payable	1,273,302.79 (63,665.14)	GRIGS RD PAVING GRIGS RD PAVING

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111418	10/22/25	EMERGENCY SYSTEMS COMPLIANCE SERVICES	INV14346	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	1,805.20	PREVENTATIVE MAINTENANCE - JUSTICE CENTER
111419	10/22/25	EMR ENTERPRISES LLC	2404109	200	800506	STORMWATER PRIORITY PROJECTS	478200	Major Maint. of Assets	2,120.00	ON CALL SERVICES
111420	10/22/25	FELSBURG, HOLT AND ULLEVIG	45951 45952	230 200	800267 800435	WATERTON ROAD PINE DRIVE IMPROVEMENTS	473100 473100	Roads, St., Drainage-Eng. Roads, St., Drainage-Eng. Total Payment	55,920.65 612.50 56,533.15	DESIGN SERVICES - WATERTON DESIGN SERVICES - PINE DR/PINE LN
111421	10/22/25	FINLINSON, KATIE	091025-091125	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	328.40	COLORADO DRUG INVESTIGATORS CONFERENCE, VAIL, CO
111422	10/22/25	FIRESIDE MASONRY & CONSTRUCTION	1549	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	7,350.00	SIGN REPAIR
111423	10/22/25	FORCEMETRICS	ML071	100	861060	FINES Committee Grant	444550	Software/Hardware Subscription	124,880.00	SOFTWARE RENEWAL
111424	10/22/25	GOUDY, MALISA	080125-092325	100	19100	FACILITIES ADMINISTRATION	445300	Travel Expense	76.06	MILEAGE REIMBURSEMENT
111425	10/22/25	GRAINGER	9651212376	200	31600	ENG - TRAFFIC SIGNS/STRIPING	433500	Clothing & Uniforms	255.60	SAFETY VESTS
111426	10/22/25	GRANITE ENGINEERING GROUP INC	2417102	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	855.00	GEOTECHNICAL DESIGN REVIEW
111427	10/22/25	HERNANDEZ, KATHLEEN	090425-093025	210	44500	CHILD WELFARE	445300	Travel Expense	329.14	MILEAGE REIMBURSEMENT
111428	10/22/25	HIGHLANDS RANCH COMMUNITY ASSOCIATION	10012025	250	53500	OPEN SPACE	443600	Other Professional Services	870.00	PARK MAINTENANCE
111429	10/22/25	INDIGOLD CONSULTING LLC	1820	100	17200	HR EMPLOYEE AND ORG DEVLP	446550	Leadership Academy	2,200.00	LEADERSHIP ACADEMY
111430	10/22/25	INTEGRITY COACHING & CONSULTING LLC	73SEPT2025 73SEPT2025 73SEPT2025 73SEPT2025	217 217 217 217	861616 861615 861620 861627	E & E CHILD CARE GRANT PROGRAM CHILD CARE DEVELOPMENT BLOCK G BUELL FOUNDATION EARLY CHILD EARLY CHILDHOOD COUNCIL CRRSA	432100 432100 432100 432100	Contract Work/Temporary Agency Contract Work/Temporary Agency Contract Work/Temporary Agency Contract Work/Temporary Agency Total Payment	2,229.08 402.53 1,828.39 1,865.00 6,325.00	EARLY CHILDHOOD COUNCIL CONTRACTOR EARLY CHILDHOOD COUNCIL CONTRACTOR EARLY CHILDHOOD COUNCIL CONTRACTOR EARLY CHILDHOOD COUNCIL CONTRACTOR
111431	10/22/25	JAYHAWK GRADING INC	8846	200	800506	STORMWATER PRIORITY PROJECTS	478300	Major Maint. Repair Projects	19,140.00	ON CALL GRADING
111432	10/22/25	JOHN ELWAY CHEVROLET	7429/093025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	47,461.29	FLEET PARTS
111433	10/22/25	KALIHER, MEGHAN	090325-093025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	340.41	MILEAGE REIMBURSEMENT
111434	10/22/25	KATHERINE NESTER	090125/2 090225-091625 091525-091925 090425-093025 90125	217 217 217 217 217 217	861615 861624 861625 861619 861627	CHILD CARE DEVELOPMENT BLOCK G EARLY CHILDHOOD COUNCIL PDG EARLY CHILDHOOD COUNCIL ARP TSQI CSQI GAE FUNDING EARLY CHILDHOOD COUNCIL CRRSA	443600 443600 443600 443600 443600	Other Professional Services Total Payment	2,611.00 3,924.00 882.69 1,400.00 	EARLY CHILDHOOD COUNCIL CONTRACTOR
111435	10/22/25	KNOTHEAD TREE AND LAWN CARE	23192	200	31400	MAINTENANCE OF CONDITION	444700	Other Repair & Maint. Service	2,450.00	TREE REMOVAL
111436	10/22/25	LABORATORY CORPORATION OF AMERICA	85306447	210	44500	CHILD WELFARE	443200	Legal Services	96.00	TESTING SERVICES
111437	10/22/25	LASER TECHNOLOGY INC	198884RI	220	22150	TRAFFIC SECTION	438800	C.AOther Equipment	3,950.00	TRAFFIC SUPPLIES
111438	10/22/25	LEADSONLINE LLC	420127	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	8,032.00	NIGHTHAWK LICENSES

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111439	10/22/25	LEVEL 3 COMMUNICATIONS	5GJSRDGHR/100125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	6,439.77	10G INTERNET CIRCUITS
111440	10/22/25	LIGHTING ACCESSORY & WARNING SYSTEMS	26343	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,689.00	VEHICLE UPFIT
			26084	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
			26284	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
			26342	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	592.55	VEHICLE UPFIT
			26342	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	318.40	VEHICLE UPFIT
			26342	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	1,458.06	VEHICLE UPFIT
			26342	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	498.55	VEHICLE UPFIT
								Total Payment	11,026.56	
111441	10/22/25	MANNA RESOURCE CENTER	SFY2526SEPT	210	44500	CHILD WELFARE	443600	Other Professional Services	23,333.33	CDOT MMOF TRANSPORTATION GRANT
	_0,, _0		MMOFSEP25	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 MRC TRIPS	248.33	CDOT MMOF TRANSPORTATION GRANT
								Total Payment	23,581.66	
111442	10/22/25	NEW GMCO LLC	CD202533416	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,951.10	LIQUID DEICER
			CD202533238	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	5,850.00	SOIL STABILIZATION MATERIAL
			CD202533420	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,954.40	LIQUID DEICER
			CD202533239	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	5,850.00	SOIL STABILIZATION MATERIAL
			CD202533418	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,963.20	LIQUID DEICER
			CD202533419	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,952.20	LIQUID DEICER
			CD202533417	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,964.30	LIQUID DEICER
								Total Payment	36,485.20	
111443	10/22/25	NICOLETTI-FLATER ASSOCIATES	3964	100	21155	HIRING	443100	Medical, Dental & Vet Services	2,500.00	PRE-EMPLOYMENT TESTING
111444	10/22/25	OLSSON INC	553367	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	46,936.58	DESIGN SERVICES - HIGHLANDS RANCH PKWY
111445	10/22/25	PD' PROGRAMMING INC	2025039	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444550	Software/Hardware Subscription	7,031.81	SOFTWARE RENEWAL
111446	10/22/25	PEN-LINK LTD	INV0000011954	295	861305	RMHIDTA INTELLIGENCE	444500	Software/Hardware Supp./Maint.	18,856.43	SOFTWARE LICENSE
111447	10/22/25	PINERY WATER DISTRICT	10072025	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	1,509.12	BULK WATER ROAD MAINTENANCE
111448	10/22/25	POWERDMS INC	INV143487	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	9,206.35	POWER POLICY SUBSCRIPTION
111449	10/22/25	PRO FORCE LAW ENFORCEMENT	584695	100	21116	REGULATORY TRAINING	433710	Firearm Accessories	142.00	FIREARM ACCESSORIES
111450	10/22/25	PROVOKE SOLUTIONS LLC	51484	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	23,161.11	NINTEX 2025 SOFTWARE
111451	10/22/25	Q-MATIC CORPORATION	CA017033	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	66,036.52	QMATIC 2025 SOFTWARE
111452	10/22/25	QUEZADA, SHELBY ANN	100925-101025	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	100.24	MILEAGE REIMBURSEMENT
111453	10/22/25	QUINN, TERENCE T	062625-092625	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	336.91	MILEAGE REIMBURSEMENT
111454	10/22/25	RK & K	2511300001	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	387.00	GRADING PLAN REVIEW
111455	10/22/25	ROBERT HALF TECHNOLOGY	65483026	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	3,904.20	TEMPORARY POSITION - BUDGET
111456	10/22/25	ROCKY MOUNTAIN MAIL SERVICES	10032025	100	100	GENERAL FUND	151100	Prepaid ExpGeneral	40,000.00	POSTAGE
111457	10/22/25	SANDOVAL ELEVATOR COMPANY LLC	12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	83.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	1,621.00	ELEVATOR PREVENTATIVE MAINTENANCE

Payment	Payment				Business		Object			
Number	Date	Vendor Name	Invoice Number	Fund	Unit	Business Unit Description	Acct	Account Description	Amount	Remark
		<del></del>	12268	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	232.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
			12268	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE
								Total Payment	2,748.00	
111458	10/22/25	SCOLLARD, ASHLEY L	090325-092925	217	861057	TPEP - TOBACCO PREV & ED PROG	445300	Travel Expense	209.17	MILEAGE REIMBURSEMENT
111459	10/22/25	SECURITY CENTRAL INC	1009449	330	33550	FAIRGROUND LAND and FACILITIES	438800	C.AOther Equipment	1,950.22	SERVICE CALL
			1009602	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	53.00	SERVICE CALL
								Total Payment	2,003.22	
111460	10/22/25	SENERGY PETROLEUM LLC	415235116	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	460.25	DIESEL EXHAUST FLUID FOR PARKER
			415235112	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	525.74	DIESEL EXHAUST FLUID FOR CASTLE ROCK
								Total Payment	985.99	
111461	10/22/25	SKYLINE STEEL	257908	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	10,727.00	CONSTRUCTION MATERIALS
111462	10/22/25	SOURCE OFFICE & TECHNOLOGY	49917620	100	21500	DETENTION	433400	Operating Supplies	35.60	OFFICE SUPPLIES
			49908280	100	21200	INVESTIGATIONS	433200	Office Supplies	26.94	OFFICE SUPPLIES
			49917620	100	21500	DETENTION	433200	Office Supplies	15.17	OFFICE SUPPLIES
								Total Payment	77.71	
111463	10/22/25	SOUTHLAND MEDICAL LLC	INV145000	100	23100	CORONER	433400	Operating Supplies	123.88	CORONER SUPPLIES
111464	10/22/25	SPRADLIN PRINTING INC	24230	210	44500	CHILD WELFARE	440100	Printing/Copying/Reports	434.00	FLYERS/PAMPHLETS
			24225	200	31100	ROAD AND BRIDGE ADMIN	440100	Printing/Copying/Reports	68.00	PAMPHLETS FOR WILDFIRE MITIGATION
			24225/092225	100	11600	PUBLIC AFFAIRS	440100	Printing/Copying/Reports	345.00	LINK HANDOUT CARDS
			24221	100	55250	COUNTY FAIR	440100	Printing/Copy/Fair Mkt & Spon	281.00	SPONSOR WINDOW DECALS
								Total Payment	1,128.00	
111465	10/22/25	SYMBOL ARTS	544254	100	21150	PROFESSIONAL STANDARDS	433420	Employee Recognition Supplies	495.00	HAZMAT PINS
111466	10/22/25	TAILOR STUDIO	13333	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	18.00	UNIFORM ALTERATIONS
			13333	100	21160	INTERNAL AFFAIRS	433500	Clothing & Uniforms	3.00	UNIFORM ALTERATIONS
			13333	100	21500	DETENTION	433500	Clothing & Uniforms	15.00	UNIFORM ALTERATIONS
			13333	100	22100	PATROL-LEA	433500	Clothing & Uniforms	57.00	UNIFORM ALTERATIONS
			13333	100	22150	TRAFFIC SECTION	433500	Clothing & Uniforms	21.00	UNIFORM ALTERATIONS
			13333	100	800595	MOUNTED PATROL	433500	Clothing & Uniforms	3.00	UNIFORM ALTERATIONS
			13333	100	822120	BOMB SQUAD	433500	Clothing & Uniforms	40.00	UNIFORM ALTERATIONS
			13333	100	861611	COMMUNITY RESPONSE TEAM- LEA	433500	Clothing & Uniforms	18.00	UNIFORM ALTERATIONS
			13333	100	21100	SHERIFF ADMINISTRATION	433500	Clothing & Uniforms	42.00	UNIFORM ALTERATIONS
								Total Payment	217.00	
111467	10/22/25	TOWN OF CASTLE ROCK	SEP2025	100	100	GENERAL FUND	214502	Due to Castle Rock-Auto U-Tax	870,143.43	MV SALES TAX FEES - SEP 2025
			SEP2025	100	100	GENERAL FUND	214501	Due to Castle Rock-MV License	20,221.47	MV LICENSE FEES - SEP 2025
								Total Payment	890,364.90	
111468	10/22/25	TOWN OF LARKSPUR	SEP2025	100	100	GENERAL FUND	214512	Due to Larkspur-MV License	157.02	MV LICENSE FEES - SEP 2025
111469	10/22/25	TOWN OF PARKER	SEP2025	100	100	GENERAL FUND	214505	Due to Parker - Auto Use Tax	469,640.80	MV SALES TAX FEES - SEP 2025
			SEP2025	100	100	GENERAL FUND	214513	Due to Parker - MV License	15,642.07	MV LICENSE FEES - SEP 2025
								Total Payment	485,282.87	
111470	10/22/25	TRAFFIC SIGNAL CONTROLS INC	10188	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436350	Traffic-School Flasher Parts	5,901.06	TRAFFIC PARTS
111471	10/22/25	TRINITY SERVICES GROUP INC	3011500202	100	21500	DETENTION	447150	Inmate Meals	16,128.94	INMATE MEALS

Payment	Payment				Business		Object			
<u>Number</u> 111472	<u>Date</u> 10/22/25	Vendor Name UMB BANK	<u>Invoice Number</u> COM101410/093025	<u>Fund</u> 220	<u>Unit</u> 822150	Business Unit Description FALSE ALARM REDUCTION PROGRAM	Acct 443550	Account Description  Banking Service Fees	<u>Amount</u> 479.22	Remark SEP 2025 LOCKBOX FEES
111473	10/22/25	UNIFIRST CORPORATION	2260197748 2260197714	100 100	19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE	433500 433500	Clothing & Uniforms Clothing & Uniforms Total Payment	73.71 249.27 322.98	UNIFORM SERVICE UNIFORM SERVICE
111474	10/22/25	URBAN DRAINAGE & FLOOD CONTROL	INV03198	200	800503	EMERGENCY STORM DRAINAGE	467300	Special Districts	10,000.00	DESIGN SERVICES - HIGHLINE CANAL
111475	10/22/25	WALKER-SHORT, ELIZABETH	110125-111225PERDIEM 110125-110525	217 217	861462 861462	CDC INFRASTRUCTURE OPHP CDC INFRASTRUCTURE OPHP	445300 445300	Travel Expense Travel Expense Total Payment	340.40 39.06 379.46	AMERICAN PUBLIC HEALTH ASSOCIATION CONFERENCE, WASHINGTON, DC MILEAGE REIMBURSEMENT
111476	10/22/25	WANCO INC	129230	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	165.00	FLEET PARTS
111477	10/22/25	WELLS FARGO BANK - GOVERNMENT	SEP2025	295	861350	RMHIDTA TRAINING	443550	Banking Service Fees	36.14	SEP 25 BANK FEES
111478	10/22/25	WELLS FARGO BANK - GOVERNMENT	SEP 2025/2025013	100	13100	TREASURER	443550	Banking Service Fees	2,177.10	SEP 25 BANK FEES
111479	10/22/25	WELLS FARGO BANK - GOVERNMENT	SEP2025/SOC	210	44500	CHILD WELFARE	443550	Banking Service Fees	28.19	SEP 25 BANK FEES
111480	10/22/25	WESTPHAL, STEPHANIE	080425-092225	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	397.88	MILEAGE REIMBURSEMENT
111481	10/22/25	WESTSIDE TOWING	25156151	220	22100	PATROL-LEA	444600	Vehicle Tow Services	349.73	TOWING SERVICES
111482	10/22/25	WILLIAMS SCOTSMAN INC	9024631171	100	19275	COUNTY EMERGENCY PREPAREDNESS	444300	Equipment Rental	1,558.50	MOBILE OFFICE FOR HELICOPTER
529774	10/21/25	DEHGHANI, SAGE A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	66.57	REGISTRATION REFUND
529775	10/21/25	ALEXANDER, CARRIE	081325	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
529776	10/21/25	AMERICAN BIOIDENTITY INC	925162	210	44500	CHILD WELFARE	443600	Other Professional Services	172.50	SEP 2025 FINGERPRINT SUBMISSION
529777	10/21/25	ANARCHY OUTDOORS	2764	220	822120	BOMB SQUAD	433500	Clothing & Uniforms	3,688.76	UNIFORMS
529778	10/21/25	AWARDX LLC	11091	100	19275	COUNTY EMERGENCY PREPAREDNESS	433400	Operating Supplies	1,538.30	OPERATING SUPPLIES
529779	10/21/25	BEKTASEVIC, MIAHZHA	DC002600	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
529780	10/21/25	BENTLEY SYSTEMS INC	48658016	100	30300	STORMWATER MANAGEMENT	444500	Software/Hardware Supp./Maint.	1,412.25	OPENFLOW SOFTWARE
529781	10/21/25	BOULET, CHRISTINE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	72.20	REGISTRATION REFUND
529782	10/21/25	CAPITAL AREA REGIONAL PLANNING	2281	200	31400	MAINTENANCE OF CONDITION	446100	Conference, Seminar, Train Fees	300.00	SALT WISE PRESENTATION
529783	10/21/25	CASTLE ROCK CHEVROLET BUICK GMC	247886/093025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	6,545.56	FLEET PARTS
529784	10/21/25	CEDAR HILL CEMETERY	08202025	100	23100	CORONER	443600	Other Professional Services	2,350.00	DISINTERMENT
529785	10/21/25	CENTURY LINK	333812324/100125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	24,709.94	OCT 2025 MILLER CIRCUITS
529786	10/21/25	CHSDA-COLORADO HUMAN SERVICES DIRECTORS ASSOCIATION	CHSDA252619	210	44100	ADMINISTRATION BLOCK GRANT	446300	Prof. Membership & Licenses	17,497.00	MEMBERSHIP FEES
529787	10/21/25	COLORADO DISTRICT ATTORNEY'S COUNCIL	32656	223	28001	DA 23RD - DISTRICT MO ALLOC	446100	Conference,Seminar, Train Fees	4,515.00	CONFERENCE REGISTRATION
529788	10/21/25	COLORADO STATE GRANGE	DC002645	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND

Payment Number	Payment Date	Vendor Name COMPLETE SOLUTIONS CONSULTING	Invoice Number	<u>Fund</u>	Business Unit	Business Unit Description	Object Acct	Account Description	<u>Amount</u>	<u>Remark</u>
529789	10/21/25	INTERNATIONAL INC	20251001	275	870079	BIOCHAR	474100	Heavy Equipment	400,730.00	ROTATION DRUM
			20251003	275	870079	BIOCHAR	474100	Heavy Equipment	278,510.32	LOG CHIPPING SYSTEM
								Total Payment	679,240.32	
529790	10/21/25	DIAMOND CLEANING LLC	4326	100	55200	FAIRGROUND OPERATIONS	443600	Other Professional Services	280.00	CLEANING SERVICES
			3802	100	100	GENERAL FUND	211400	A/P - General	330.00	CLEANING SERVICES
			38021	100	100	GENERAL FUND	211400	A/P - General	1,150.00	CLEANING SERVICES
								Total Payment	1,760.00	
		DOUGLAS COUNTY HEALTHY YOUTH								
529791	10/21/25	COALITION	090125-093025	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	3,990.77	CONTRACTING SERVICES
529792	10/21/25	E&G TERMINAL INC	120711/093025	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	5,035.16	FLEET TOOLS
			120711/093025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	825.06	FLEET PARTS
			120711/093025	100	19910	FLEET MAINTENANCE	436400	Consumable Tools	65.88	FLEET TOOLS
								Total Payment	5,926.10	
529793	10/21/25	EMERSON INC	DC002687	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	2.00	SECURITY DEPOSIT REFUND
529794	10/21/25	EXTRA PACKAGING LLC	141593	100	23100	CORONER	433400	Operating Supplies	5,630.51	CORONER SUPPLIES
529795	10/21/25	FELIX, MATTHEW	100125	100	12400	MOTOR VEHICLE	445300	Travel Expense	12.88	MILEAGE REIMBURSEMENT
529796	10/21/25	FIRST BAPTIST CHURCH OF ENGLEWOOD	146136	296	861577	ARPA-REVENUE REPLACEMENT	447500	Oth Purchs/CO Forest Svcs Prog	16,100.00	WILDFIRE MITIGATION PROGRAM
529797	10/21/25	FUCIK, STEPHEN ALLAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	335.43	REGISTRATION REFUND
529798	10/21/25	GILLETTE, LISA IRENE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,038.25	REGISTRATION REFUND
529799		HACK, LORENA	081925	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
529800	10/21/25	HILER, LUANN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	195.99	REGISTRATION REFUND
529801	10/21/25	HOW TO PREPARE LLC	1055	100	21700	EMERGENCY MGMT.	433430	Community Program Supplies	950.04	HOW TO PREPARE BOOKS
529802	10/21/25	HUGHES, BRETT	093025-100525	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	47.88	MILEAGE REIMBURSEMENT
529803	10/21/25	IMAGEFIRST	267113713	100	23100	CORONER	443600	Other Professional Services	63.73	LAUNDRY SERVICE
529804	10/21/25	INJURY CARE ASSOCIATES	3816	100	28001	DA 23RD - DISTRICT MO ALLOC	443100	Medical, Dental & Vet Services	333.75	PRE-EMPLOYMENT PHYSICALS
			3815	100	21150	PROFESSIONAL STANDARDS	447900	Recruitment Costs	5,030.75	PRE-EMPLOYMENT PHYSICALS
529805	10/21/25	KHOT, ROHIT	MV REFUND	100	100	GENERAL FUND	211650	Total Payment  Fee Refunds - Clerk & Recorder	<b>5,364.50</b> 52.44	REGISTRATION REFUND
323603	10/21/23	Kilot, Koliii	INIV REI OND	100	100	GENERALTOND	211030	ree nerunus - cierk & necorder	32.44	REGISTRATION RELOND
529806	10/21/25	KIEWIT INFRASTRUCTURE COMPANY	9100920402	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,718.98	ASPHALT FOR PAVING
			9100920430	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler  Total Payment	2,083.85 <b>5,802.83</b>	ASPHALT FOR PAVING
								Total Payment	3,802.83	
529807	10/21/25	MARICELA, MERCADO	DC002650	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT
529808	10/21/25	NATIONAL FIRE & SAFETY INC	10011108	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	855.00	EXTINGUISHER INSPECTION/REPAIR
529809	10/21/25	QUINTERO, PARIS	082125	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
529810	10/21/25	ROADSAFE TRAFFIC SYSTEMS	340074 340074	200 200	31600 31600	ENG - TRAFFIC SIGNS/STRIPING ENG - TRAFFIC SIGNS/STRIPING	447360 447360	Contractor Road Marking Contractor Road Marking	10,000.00 55,853.89	2025 PAVEMENT MARKINGS PROJECT 2025 PAVEMENT MARKINGS PROJECT

Payment Number	<u>Payment</u> <u>Date</u>	<u>Vendor Name</u>	<u>Invoice Number</u> 340074	<u>Fund</u> 200	Business Unit 31600	Business Unit Description ENG - TRAFFIC SIGNS/STRIPING	Object Acct 447360	Account Description  Contractor Road Marking  Total Payment	Amount 403,763.64 469,617.53	Remark 2025 PAVEMENT MARKINGS PROJECT
529811	10/21/25	ROXBOROUGH WATER & SANITATION DISTRICT	7129571/093025	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	993.75	BULK WATER
529812	10/21/25	RUISI, JUSTIN	110225-110725PERDIEM	220	822110	SWAT TEAM	445300	Travel Expense	498.80	SWAT TEAM LEADERSHIP TRAINING, SAN DIEGO, CA
529813	10/21/25	SALT LAKE WHOLESALE SPORTS	106800	220	822110	SWAT TEAM	438200	C.AFirearms/Tasers	3,633.17	AMMUNITION LAUNCHER
529814	10/21/25	SASSE, KEITH & ALISON	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	72.15	REGISTRATION REFUND
529815	10/21/25	SAVIO HOUSE	AUG2025	100	861608	Congressional Directed Spend	443600	Other Professional Services	14,253.07	AUG 2025 MULTICOUNTY ASSESSMENT
529816	10/21/25	SCHRAMM, SANDRA A	9425 9425	223 223	28501 28001	DA 23RD - STATE MANDATED COSTS DA 23RD - DISTRICT MO ALLOC	433990 443630	Transcriptions-State Mandated Transcription Services -not PH Total Payment	75.60 108.00 183.60	TRANSCRIPTS TRANSCRIPTS
529817	10/21/25	SIXTIETH LLC	8822RIDG	100	24100	BUILDING DEVELOPMENT SERVICES	342410	Elevator Inspections	275.00	ELEVATOR INSPECTION
529818	10/21/25	STONE AND FLOWER INC	IMN134885	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	4,815.60	WILDFIRE MITIGATION PROGRAM
529819	10/21/25	TACONHY ENTERTAINMENT LLC	DC002675	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	423.00	SECURITY DEPOSIT REFUND
529820	10/21/25	TIU, MARIA TOJIN	081525	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	53.00	VITAL RECORDS REFUND
529821	10/21/25	TOSHIBA AMERICA BUSINESS SOLUTIONS	2341051 6281774	100 100	55200 55200	FAIRGROUND OPERATIONS FAIRGROUND OPERATIONS	433200 440300	Office Supplies Copier Charges Total Payment	143.60 429.72 <b>573.32</b>	COPIER TONER COPIER MAINTENANCE
529822	10/21/25	TREE BEAVERS	1148	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	2,362.50	WILDFIRE MITIGATION PROGRAM
529823	10/21/25	URICH, MARK ALLEN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	333.45	REGISTRATION REFUND
529824	10/21/25	US BANK NA	070125-093025	100	13100	TREASURER	443530	Other Bank Fees	568.75	Q3 2025 SAFEKEEPING FEES
529825	10/21/25	WARRINGTON, JACOB C & AYNIUS D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	944.95	REGISTRATION REFUND
529826	10/21/25	WELLS, DAVID WESTON	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	113.20	REGISTRATION REFUND
529827	10/21/25	WHITTED, JASON CLARK	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	366.01	REGISTRATION REFUND
529828	10/21/25	WICKENHEISSER, EMILY M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	410.35	REGISTRATION REFUND
529829	10/21/25	WINGE, LEROY D & JOAN K	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	104.36	REGISTRATION REFUND
529830	10/21/25	WINGE, LEROY DENNIS	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	45.53	REGISTRATION REFUND
529831	10/21/25	CLAVETTE, JESSE JAMES	092425-092625	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	121.24	SNOW AND ICE CONFERENCE, LOVELAND, CO
529832	10/21/25	DAVIS, IAN C	102725-103025PERDIEM/ADJ	220	822110	SWAT TEAM	445300	Travel Expense	63.00	CRISIS NEGOTIATIONS CONFERENCE, CHANDLER, AZ
529833	10/21/25	DIBLASI, MICHAEL	093025-100525	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	44.80	MILEAGE REIMBURSEMENT
529834	10/21/25	FRANCESCON, ROBERT	DV2024482	200	200	ROAD AND BRIDGE	221630	Escrow Payable	24,543.00	ESCROW RELEASE

Payment	Payment				Business		Object			
Number	Date	Vendor Name	Invoice Number	Fund	Unit	Business Unit Description	Acct	Account Description	<u>Amount</u>	Remark
529835	10/21/25	JOHNSON, ELECTRA	100125	100	12400	MOTOR VEHICLE	445300	Travel Expense	17.64	MILEAGE REIMBURSEMENT

10,602,473.97

**Grand Total:** 

10/14/2025 9:58:33

Payment Number 111343	Payment Date 10/09/25	<u>Vendor Name</u> DEVELOPMENTAL PATHWAYS INC	<u>Invoice Number</u> SEP2025	<u>Fund</u> 215	Business Unit 45100	Business Unit Description DEVELOPMENTAL DISABILITIES-ADM	<u>Object</u> <u>Acct</u> 443600	Account Description Other Professional Services	<u>Amount</u> 27,948.94	Remark MILL LEVY DISTRIBUTION FOR SEP 2025
111344	10/09/25	TOWN OF LARKSPUR	100825SHARE	250	250	OPEN SPACE SALES & USE TAX	221270	OS Tax Shareback-Parker	25,000.00	SHAREBACK
111345	10/10/25	COLORADO DEPARTMENT OF REVENUE	SEP2025/DL	100	100	GENERAL FUND	214518	Due to State -Drivers License	25,093.66	DRIVERS LICENSE - SEP 2025
111351	10/14/25	BAUEN STUDIOS LLC	1	630	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	21,881.00	INSURANCE CLAIM
111352	10/14/25	COLORADO DEPARTMENT OF REVENUE	SEP2025	100	100	GENERAL FUND	214414	Due to State - MV	3,876,530.08	DUE TO STATE-MV-SEP 2025
111353	10/14/25	DAWN B HOLMES INC	1636 1636	223 223	28001 28501	DA 23RD - DISTRICT MO ALLOC DA 23RD - STATE MANDATED COSTS	433992 445300	Witness Expense Travel Expense-State Mandated Total Payment	302.38 1,770.00 2,072.38	EXPERT WITNESS EXPERT WITNESS
111354	10/14/25	LOUVIERS WATER & SANITATION DISTRICT	1470014001/092525	100	51100	PARK MAINTENANCE	450230	Water & Sewer	105.53	TRIANGLE PARK
			1470062001/092525	100	51100	PARK MAINTENANCE	450230	Water & Sewer Total Payment	2,882.85 2,988.38	DUPONT PARK
111355	10/14/25	PINERY WATER DISTRICT	2291/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	2,557.14	PINERY PARK
			3327/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	2,456.56	BAYOU GULCH DOG PARK
			4623/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	34.14	CHERRY CREEK TRAILHEAD
			4565/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	34.14	BINGHAM LAKE PARK
			4309/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	1,915.22	BAYOU GULCH IRRIGATION
			4310/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer Total Payment	7,018.84	BAYOU GULCH FOUNTAIN
111356	10/14/25	SEDALIA WATER & SANITATION DISTRICT	70/100325	200	31400	MAINTENANCE OF CONDITION	450230	Water & Sewer	297.21	SEDALIA SHOP
111357	10/14/25	TOWN OF LARKSPUR	SHAREBACKAUG2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468300	Intergovernmental-Larkspur	10,649.40	AUG 2025 ROAD SALES TAX SHAREBACK
529760	10/13/25	ADB TRAINING	HIDTA009	295	861350	RMHIDTA TRAINING	443600	Other Professional Services	8,000.00	TRAINING CLASS
529761	10/13/25	HIGHLANDS RANCH METRO DISTRICT	183001/093025	100	51100	PARK MAINTENANCE	450230	Water & Sewer	8,994.82	HIGHLANDS RANCH REGIONAL PARK IRRIGATION
			3173601/093025	100	51100	PARK MAINTENANCE	450230	Water & Sewer	2,046.60	HIGHLANDS RANCH REGIONAL PARK IRRIGATION
F20762	10/12/25	VCFL ENERGY	F240220F04/40042F	200	21650	ENG ITS/TRAFFIC SIGNAL ORS	450350	Total Payment	11,041.42	CED 2025 CEDEET LICITE
529762	10/13/25	XCEL ENERGY	5319329594/100125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,315.33	SEP 2025 STREET LIGHTS
529763	10/13/25	XCEL ENERGY	5319329652/100125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	2,359.39	SEP 2025 SIGNALS
529764	10/13/25	TOWN OF CASTLE ROCK	709101/100625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	143.15	FAIRGROUNDS WATER FOUNTAIN
529772	10/14/25	BOSTON ENGLEWOOD LLC	OCT2025/TRAINING OCT2025/INTEL	295	861350 861305	RMHIDTA TRAINING	451100 454225	Building/Land Lease/Rent Lease Principal	4,763.84 6,125.50	OCT 2025 TRAINING LEASE OCT 2025 INTEL LEASE
			•	295		RMHIDTA MCMT & COORDINATION		•	,	
			OCT2025/ADMIN	295	861300	RMHIDTA MGMT & COORDINATION	451100	Building/Land Lease/Rent Total Payment	2,722.33 13,611.67	OCT 2025 ADMIN LEASE
529773	10/14/25	BOSTON ENGLEWOOD LLC	NOV2025/TRAINING	295	861350	RMHIDTA TRAINING	451100	Building/Land Lease/Rent	4,763.84	OCT 2025 TRAINING LEASE
			NOV2025/INTEL	295	861305	RMHIDTA INTELLIGENCE	454225	Lease Principal	6,125.50	OCT 2025 INTEL LEASE
			NOV2025/ADMIN	295	861300	RMHIDTA MGMT & COORDINATION	454225	Lease Principal Total Payment	2,722.33 13,611.67	OCT 2025 ADMIN LEASE
								Grand Total:	4,049,562.52	



**MEETING DATE:** October 28, 2025

**STAFF PERSON** 

**RESPONSIBLE:** Steve Shoultz, CPRE, Asst. Dir. of Parks, Trails & Building Grounds

**DESCRIPTION:** Fee Waiver Request in the Amount of \$250.00 for Nueva Vida Ministries at

Fairgrounds Regional Park Field 1.

**SUMMARY:** The request is for a fee waiver from Nueva Vida Ministries in the amount of

\$250 for the use of Fairgrounds Regional Park Field 1 for La Liga FC soccer league on October 4, 2025, and four subsequent Saturdays from 10:00 a.m. to

12:00 p.m.

**STAFF** 

**ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or reduce

all park use fees and may choose to waive or reduce the event fee of \$250 for

Nueva Vida Ministries.

#### **REVIEW:**

Terence T Quinn - FYI	Notified - FYI	10/14/2025
Steve Shoultz	Approve	10/14/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025
Samantha Hutchison - FYI	Notified - FYI	10/21/2025

#### **ATTACHMENTS:**

Cover Page

Staff Report - La Liga Soccer Fee Waiver 2025



**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Steve Shoultz, CPRE, Asst. Dir. of Parks, Trails & Building Grounds

**DESCRIPTION:** Fee Waiver Request in the Amount of \$250.00 for Nueva Vida Ministries at

Fairgrounds Regional Park Field 1.

SUMMARY: The request is for a fee waiver from Nueva Vida Ministries in the amount of

\$250 for the use of Fairgrounds Regional Park Field 1 for La Liga FC soccer league on October 4, 2025, and four subsequent Saturdays from 10:00 a.m. to

12:00 p.m.

**STAFF** 

ASSESSMENT: The Board of County Commissioners has the sole authority to waive or reduce

all park use fees and may choose to waive or reduce the event fee of \$250 for

Nueva Vida Ministries.

**REVIEW:** 

Steve ShoultzApprove10/14/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

#### **ATTACHMENTS:**

Staff Report - La Liga Soccer Fee Waiver 2025



# **Fee Waiver Staff Report**

**Date:** October 10, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

From: Terence T. Quinn, AICP, Director of Community Development

**CC:** Steven Shoultz, CPRP, Assistant Director of Parks, Trails and Building Grounds

Subject: Fee Waiver Request in the amount of \$250 for Nueva Vida Ministries at

Fairgrounds Regional Park Field 1

OWNER: REPRESENTATIVE:

DOUGLAS COUNTY PETER A RODRIGUEZ
100 THIRD STREET NUEVA VIDA MINISTRIES

CASTLE ROCK, CO 80104 1638 PARK STREET

CASTLE ROCK, CO 80109

### **Board of County Commissioners Meeting:**

October 28, 2025 @ 1:30 p.m.

#### I. <u>EXECUTIVE SUMMARY</u>

Vida Ministries requests a fee waiver of \$250 for the use of Fairgrounds Regional Park Field 1 for La Liga FC soccer league on October 4, 2025, and four subsequent Saturdays from 10:00 a.m. to 12:00 p.m.

#### II. <u>BACKGROUND.25</u>

Nueva Vida Ministries is a non-profit 501(c)(3) whose mission is "Reflecting Jesus; bringing new life to the world." The organization provides services such as corporate worship, Bible-based teaching, community events, and social services. La Liga FC, a free soccer league created in collaboration with the Douglas County Youth Initiative, is designed to support at-risk youth in Douglas County by offering opportunities to engage in after-school athletics and the arts. The program aims to positively influence participants' mental health, self-esteem, and character through team sports and mentorship. Nueva Vida Ministries operates solely on donations.

#### III. REQUEST

Nueva Vida Ministries is requesting a fee waiver of \$250 for the use of Fairgrounds Regional Park Field 1 for La Liga FC soccer league on October 4, 2025, and four subsequent Saturdays.

#### IV. <u>STAFF ASSESSMENT</u>

The Board of County Commissioners has the sole authority to waive or reduce all park use fees and may choose to waive or reduce the event fee of \$250 for Nueva Vida Ministries.

ATTACHMENTS	PAGE
Fee Waiver Request	Page 3

Vueva Vida

7805 Windfont Row, Parker, CO 80134 | (720) 298-7200 | somosnuevavida.com

10/8/25

Board of County Commissioners Douglas County Parks and Trails 100 Third St. Castle Rock, CO 80104

**Esteemed Board of County Commissioners:** 

Please accept this letter respectfully requesting the donation of field space (field #1) by Douglas County Parks and Trails for the La Liga FC soccer league to be provided for 5 Saturdays from 10a to 12p starting October 4<sup>th</sup>, 2025. Nueva Vida Ministries is a non-profit 501(c)(3) corporation (Federal Identification #92-2683762; Colorado ID# 98286433) whose mission statement is, "Reflecting Jesus; bringing new life to the world." We aspire to emulate the incomparable life of Jesus Christ by serving and supporting all peoples through offering times of corporate worship, Bible-based teaching, community events, social services, and more.

Our free soccer league, La Liga FC, was created in collaboration with Douglas County Youth Initiative with the specific focus of supporting at-risk youth in Douglas County by offering the opportunity to engage in after school athletics, and the arts. La Liga is a bridge of hope that utilizes team sports and compassionate adult role models to positively influence the mental health, self-esteem, and character of its participants. We operate exclusively on donations, and it's only through the generous support of partners like you that we are able to extend offerings like La Liga FC to the underserved of Colorado. Thank you for your time and consideration in collaborating with us in this ministry of love!

Sincerely,

Peter A. Rodriguez
President/ Pastor

Nueva Vida



**MEETING DATE:** October 28, 2025

**STAFF PERSON** 

**RESPONSIBLE:** Steven E. Koster, AICP, Assistant Director of Planning Services

**DESCRIPTION:** Fee Waiver Request in the Amount of \$1,210.00 for the Turkey ROCK Trot at

Fairgrounds Regional Trail.

**SUMMARY:** The request is for a fee waiver from Help & Hope Center in the amount of

\$1,210 for the use of Fairground Regional Trail for the 2025 Turkey Rock Trot

fundraising event on November 27, 2025.

**STAFF** 

**ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or reduce

all park use fees and may choose to waive or reduce the event fee of \$1,210 for

Help & Hope Center.

#### **REVIEW:**

Terence T Quinn - FYI	Notified - FYI	10/14/2025
Steve Shoultz	Approve	10/14/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025
Samantha Hutchison - FYI	Notified - FYI	10/21/2025

### **ATTACHMENTS:**

Cover Page

Staff Report - Turkey Rock Trot Fee Waiver



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Steven E. Koster, AICP, Assistant Director of Planning Services

**DESCRIPTION:** Fee Waiver Request in the Amount of \$1,210.00 for the Turkey ROCK Trot at

Fairgrounds Regional Trail.

SUMMARY: The request is for a fee waiver from Help & Hope Center in the amount of

\$1,210 for the use of Fairground Regional Trail for the 2025 Turkey Rock Trot

fundraising event on November 27, 2025.

**STAFF** 

ASSESSMENT: The Board of County Commissioners has the sole authority to waive or reduce

all park use fees and may choose to waive or reduce the event fee of \$1,210 for

Help & Hope Center.

**REVIEW:** 

Steve ShoultzApprove10/14/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

### ATTACHMENTS:

Staff Report - Turkey Rock Trot Fee Waiver



# **Fee Waiver Staff Report**

**Date:** October 10, 2025

To: Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

From: Terence T. Quinn, AICP, Director of Community Development

**CC:** Steven Shoultz, CPRP, Assistant Director of Parks, Trails and Building Grounds

Subject: Fee Waiver Request in the amount of \$1,210 for the Turkey ROCK Trot at

**Fairgrounds Regional Trail** 

OWNER: REPRESENTATIVE:

DOUGLAS COUNTY

100 THIRD STREET

DAN MARLOW

HELP & HOPE CENTER

CASTLE ROCK, CO 80104

1638 PARK STREET

CASTLE ROCK, CO 80109

### **Board of County Commissioners Meeting:**

October 28, 2025 @ 1:30 p.m.

### I. <u>EXECUTIVE SUMMARY</u>

Help & Hope Center requests a fee waiver of \$1,210 for the use of Fairground Regional Trail for the 2025 Turkey Rock Trot fundraising event on November 27, 2025.

### II. BACKGROUND.25

Help & Hope Center is a 501(c)(3) non-profit organization based in Castle Rock, Colorado. The organization provides assistance to individuals and families in Douglas and Elbert Counties who are experiencing economic hardship and are at risk of homelessness. The Turkey Rock Trot is an annual 5K fundraising event held on Thanksgiving Day, now in its 21st year. The event has become a tradition for many Douglas County residents and serves as a major fundraiser to support the Center's mission. In 2024, the organization served over 32,000 clients. The event begins and ends at the Douglas County Event Center and includes a small portion of trail maintained by the Douglas County Parks and Trails Department.

### III. REQUEST

Help & Hope Center is requesting a fee waiver of \$1,210 for the use of Fairground Regional Trail for the 2025 Turkey Rock Trot fundraising event on November 27, 2025.

### IV. <u>STAFF ASSESSMENT</u>

The Board of County Commissioners has the sole authority to waive or reduce all park use fees and may choose to waive or reduce the event fee of \$1,210 for Help & Hope Center.

ATTACHMENTS	PAGE
Fee Waiver Request	Page 3



# Help & Hope for Our Neighbors in Need

October 6, 2025

Douglas County Department of Community Development Parks, Trail and Building Grounds Attn: Steve Shoultz, Assistant Director 9651 S Quebec St Highlands Ranch, CO 80130

Dear Mr. Shoultz

Help & Hope Center is again preparing for our annual 5K fundraiser, the Turkey Rock Trot, which will be help on 11/27/25, Thanksgiving Day.

Our 5K race course places the runners on a very small portion of a trail maintained by the Douglas County Parks and Trails Department. This will be the 21<sup>st</sup> year of holding this race and we are proud to say that it has become a Thanksgiving tradition for many Douglas County residents.

We are truly grateful for our partnership with Douglas County Parks and Trails and the wonderful venue we have in the Douglas County Event Center. All the proceeds from this fundraiser benefit member of our local community who are in economic crisis and at risk of homelessness. The race will begin and end at the Event Center where rental and participant fees will be charged as well. We are requesting a waiver of the Douglas County Parks and Trails Special Event Trail Permit fee. We are projecting a minimum of 2,500 participants.

This waiver will enable us to better assist the many households that are struggling in Douglas County. Last year we served more than 32,000 people clients. As you can see, the need is great. In return for your waiver of the Special Event Trail Permit fee, Douglas County will be referenced as a sponsor of the 2025 Turkey Rock Trot.

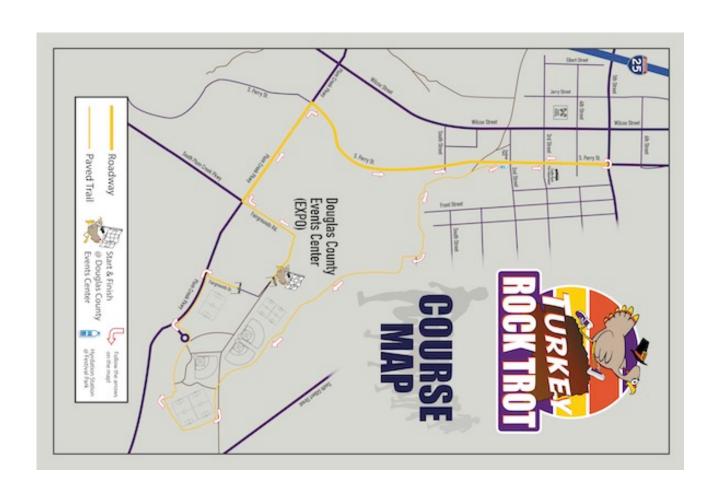
Please help us in our ongoing endeavor of providing "help & hope" in our community.

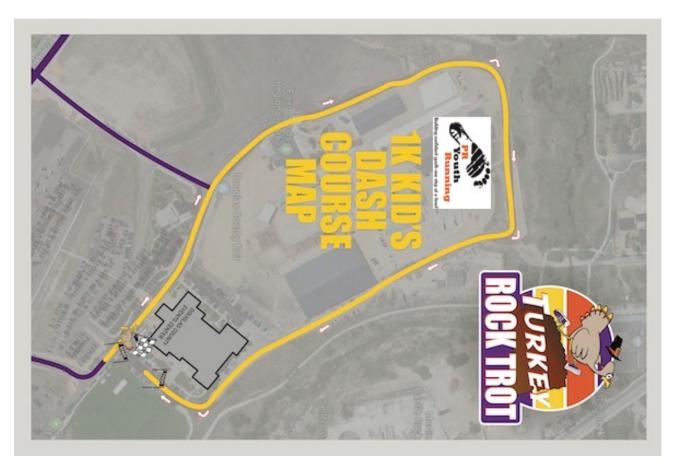
If you have any questions regarding our request, please do not hesitate to contact me.

Sincerely,

Dan Marlow Executive Director Help & Hope Center

Help & Hope Center is a 501(c)(3) non-profit organization. EIN # 74-2395223





www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Christie Guthrie, Director of Finance

**DESCRIPTION:** Public Contract for Services with Forvis Mazars, LLP for Audit Services for

Fiscal Year 2025 in the Amount of \$247,350.00.

**SUMMARY:** The County issued a Request for Proposal (RFP) seeking responses from

qualified certified public accountants to audit its annual financial statements

for the year ended December 31, 2025.

Three proposals were received. The firms submitting proposals were:

CliftonLarsonAllen, LLP (bid amount \$221,125)

Forvis Mazars, LLP (bid amount \$239,150)

Macias Gini & O'Connell, LLP (bid amount \$213,875)

The auditor selection panel was compromised of representatives from the Human Services Department, Information & Technology Department, the Human Resources Department and the Finance Department.

The auditor selection panel unanimously selected Forvis Mazars, LLP as a recommendation to the Board of County Commissioners. This decision was based on several factors which included: the ability to meet the needs of Douglas County, experience auditing governmental entities (in particular the A-133), and the financial system conversion scheduled for fiscal year 2026.

The pricing is split between \$179,150 for the financial statement audit, \$60,000 for the single audit (A-133 Federal Compliance Audit), \$3,200 for The Reporting Solution (TRS) Licensing Fee, and \$5,000 for account mapping updates in TRS for fiscal year 2026.

# RECOMMENDED ACTION:

Recommend approval of the public contract for services with Forvis Mazars, LLP for audit services for fiscal year 2025 and authorize the chair to sign the engagement letter.

# **REVIEW:**

Christie GuthrieApprove10/16/2025Jeff GarciaApprove10/17/2025Doug DeBordApprove10/21/2025

### **ATTACHMENTS:**

Cover Page

PCS Forvis Mazars LLP year ending 12.31.25\_Updated 10.15.2025 with Mapping Language

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Christie Guthrie, Director of Finance

**DESCRIPTION:** Public Contract for Services with Forvis Mazars, LLP for Audit Services for

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RECOMMENDED ACTION:

Recommend approval of the public contract for services with Forvis Mazars, LLP for audit services for fiscal year 2025 and authorize the chair to sign the

engagement letter.

# **REVIEW:**

Christie Guthrie	Approve	10/16/2025
Jeff Garcia	Approve	10/17/2025
Doug DeBord	Approve	10/21/2025

# **ATTACHMENTS:**

PCS Forvis Mazars LLP year ending 12.31.25\_Updated 10.15.2025 with Mapping Language

### PUBLIC CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is made and entered into this \_\_\_\_\_\_\_, 2025 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the "County"), and FORVIS MAZARS, LLP a Limited Liability Partnership authorized to do business in Colorado (the "Contractor"). The County and the Contractor hereinafter collectively referred to as the "Parties" and individually to as a "Party."

### RECITALS

**WHEREAS**, the County is undertaking certain activities for the auditing of basic financial statements of Douglas County, Colorado, as of December 31, 2025, as specified; and

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

**WHEREAS**, the Contractor 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: Christie Guthrie is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.
- **2. SCOPE OF SERVICES:** All services described in <u>Exhibit A</u>, attached hereto and incorporated herein, shall be performed by Contractor.

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 Contractor's compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor 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 Contractor 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 Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees

to accept payment as described in <u>Exhibit B</u>, 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 TWO HUNDRED and FORTY-SEVEN THOUSAND, THREE HUNDRED and FIFTY DOLLARS (\$247,350.00) for fiscal year 2025. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in <a href="Exhibit B">Exhibit B</a>. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Contractor. 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 the Contract shall commence as of 12:01 a.m. on **NOVEMBER 1, 2025** and terminate at 11:59 p.m. on **OCTOBER 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: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.
- **7. CONFLICT OF INTEREST:** The Contractor 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 Contractor 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 Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County.
- **8. INDEMNIFICATION:** The County cannot and by this Contract 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 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, the services rendered under this Contract; 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 or misconduct of the County's commissioners, officials, officers, directors, agents, and employees.

- 9. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be, and remain at all times, employees of the Contractor for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Contractor and/or its designated agents. The Contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.
- 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 Contractor 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 Contractor 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 Contractor hereunder.
- 12. COUNTY REVIEW OF RECORDS: The Contractor 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 Contractor 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 Contractor in connection with this Contract shall be the property of the County.

### 14. Intentionally Omitted

15. **TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor 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 Contractor pursuant to this Contract shall become the County's property. The Contractor 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 Contractor 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 Contractor.

**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 Contractor to: Douglas County Government

Finance Department
Attn: Christie Guthrie
100 Third Street, Suite 130
Castle Rock, CO 80104
Telephone: 303-660-7430
E-mail: cguthrie@douglas.co.us

with a copy to: Douglas County Attorney's Office

100 Third Street, 3<sup>rd</sup> Floor Castle Rock, CO 80104 Telephone: 303.660.7414 Facsimile: 303.688.6596

and by the County to: Forvis Mazars, LLP

Attention: Lisa A. Horn, CPA 1801 California Street, Suite 2900

Denver, CO 80202

Telephone: 303-832-5705

E-mail: lisa.horn@us.forvismazars.com

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 Contractor 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 Contractor 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 the Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor 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 Contractor, 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 Contractor shall not include any reference to this Contract or services pursuant to this Contract in any of the Contractor'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, the Assistant 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 29
  - 2<sup>nd</sup> Request for Proposal (RFP) #019-25
  - 3<sup>rd</sup> Exhibit C Insurance Requirements
  - 4<sup>th</sup> Exhibit A Scope of Services
  - 5<sup>th</sup> Exhibit B Method of Payment
  - 6<sup>th</sup> Response to Request for Proposal (RFP) #019-25
- **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 CONTRACT**: The Parties acknowledge and agree that the provisions contained herein constitute the entire Contract 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 Contractor shall be required to maintain the insurance requirements provided in <u>Exhibit C</u>, attached hereto and incorporated herein by reference. The Contractor 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 Contractor's insurance coverage during the Term of this Contract.
- **27. COUNTY EXECUTION OF CONTRACT:** 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 the 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 actions of government authorities.
- **29. PERSONAL DATA:** Parties must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party's business and operations;

Providing immediate written notification to the Authorized Representative in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and

promptly report the results of such investigation to the Authorized Representative, as requested.

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

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## Exhibit A SCOPE OF WORK

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- The Reporting Solution End User License Agreement
- Terms and Conditions Addendum.

### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

Douglas County, Colorado

- Audit Services for the year ended December 31, 2025
- The Reporting Solution license for the year ended December 31, 2025
- COA Conversion for prior fiscal year from the new software

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

### **Engagement Fees**

Please see Exhibit B – Method of Payment for engagement fees and related information.

### Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 103, *Financial Reporting Model Improvements*, is effective for fiscal years beginning after June 15, 2025. Early application is encouraged.

The purpose is to eliminate diversity in practice and improve comparability. Impacted areas include management's discussion and analysis, unusual or infrequent items, the definitions and presentation of operating and nonoperating revenues and expenses in enterprise funds, presentation of major component units, presentation of budgetary comparison information, and financial trends information within the statistical section of separately issued financial reports. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 103, including:
  - Assisting with information gathering by reviewing current financial statement presentation
  - Discussing potential impact
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 103
  - o Documenting any changes from previous financial statement presentation
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

### Scope of Services – Audit Services

We will audit the governmental activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Douglas County, Colorado as of and for the year ended December 31, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with Government Auditing Standards
- Expressing an opinion on your compliance with the types of compliance requirements
  described in the OMB Compliance Supplement that could have a direct and material effect
  to each of your major federal award programs in accordance with the audit requirements
  of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative
  Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform
  Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards.

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether your combining and individual nonmajor fund financial statements, budgetary schedules, and Local Highway Finance Report ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

Assisting with formatting, printing and binding of the single audit reports You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Lisa A. Horn, Partner, will oversee and coordinate the engagement. Karmyn D. Jeffries, Director, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name
Douglas County Government

Party Name
Board of County Commissioners and Audit
Committee

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

# Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

# Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

### Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to

modify our opinion, add an emphasis-of-matter paragraph or othermatter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

# Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

### Audit Support – to provide us with:

- Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
- Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
- Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
- Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
- Additional information that we may request for the purpose of the audit

### • **Internal Control and Compliance** – for the:

- Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor

 Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

### • Accounting and Reporting – for the:

- Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

### Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

- 1. Management's Discussion and Analysis ("MD&A")
- 2. Budgetary comparison

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

# Supplementary Information

With regard to any supplementary information that we are engaged to report on:

Management is responsible for its preparation in accordance with applicable criteria

- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

### Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

# Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

# Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

# Scope of Services – The Reporting Solution License and Related Implementation Services and Training

We will provide access to and use of The Reporting Solution (TRS) which is a web-based Annual Comprehensive Financial Report (ACFR) preparation software for the year ended December 31, 2025. Specifically, Forvis Mazars will:

### **Ongoing Services**

- Provide support related to questions and issues related to TRS
- Provide post-ACFR build training related to TRS
- Provide assistance in preparing the ACFR

The following apply for the TRS services described above:

<b>End</b>	User	License	
Agreement			

Terms and conditions related to TRS are set forth in the attached End User License Agreement (EULA). The executed EULA is required for access and use of TRS.

# Your Responsibilities

It is your responsibility to ensure that the appropriate level of due diligence related to the ACFR building in TRS in connection with this agreement has been performed. This includes determining whether TRS possesses the appropriate level of functionality and performance for your current and future needs.

### **HIPAA Business Associate Agreement**

This Business Associate Agreement ("BAA") is entered into by and between **Forvis Mazars**, **LLP** (hereinafter referred to as "Business Associate") and Douglas County (hereinafter referred to as "Covered Entity").

#### **RECITALS**

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI"). The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule." that are included in the:

- Modifications to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

- Permitted Uses and Disclosures. Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
  - 1.1. As reasonably necessary to provide the services in the Contract;
  - 1.2. As otherwise permitted or required by this BAA;
  - 1.3. As required by law; and
  - 1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 2. Safeguards. Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.
  - 2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.
  - 2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- 3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:
  - 4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
  - 4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
  - 4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

### 5. Reporting, Notification, and Mitigation.

- 5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.
- 5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:
  - i. Each individual whose unsecured PHI was subject to the breach; and
  - ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.
- 5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

#### 6. Term and Termination.

- 6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.
- 6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- 6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
  - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and
  - v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.
- 7. Designated Record Set. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:
  - 7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
  - 7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- 8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- 9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
- 10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

- 11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.
- 12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.
- 13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.
- 14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

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### The Reporting Solution End User License Agreement

Please read this document carefully because it explains the legal rights and obligations inherent to your ability to access and use The Reporting Solution

This End User License Agreement ("EULA") governs use of The Reporting Solution and any related, upgraded, or substitute for the web application, software, and services provided by or on behalf of **Forvis Mazars**, **LLP** ("Forvis Mazars") relating to preparation of certain financial reports ("Software"). By accessing and/or using the Software, you and the entity you are working for or on behalf of agree to be bound by the terms of this EULA, although this EULA does not abrogate any other contract or understanding regarding the Software and your relationship with Forvis Mazars, e.g., a sales contract, purchase agreement, privacy policy, disclaimer, etc., relating to the Software and/or services provided by Forvis Mazars. This EULA is effective as of the first time the Software is accessed and it will remain in effect—in its current or any future amended form—for however long the Software is used or until another EULA is executed. Some of the obligations in this EULA survive and extend beyond the term of this EULA and/or the point in time after which you voluntarily or involuntarily stop accessing or using the Software.

#### 1. License Grant

By providing credentials to access the Software, Forvis Mazars grants you a nonexclusive, nontransferable, non-sublicensable, limited right, and license to use the Software on compatible devices you own or control for preparation of financial reports for your entity in a single, given reporting year (the "License"). The rights granted under the License are subject to the terms of this EULA as well as any prior or future contract you have or may enter into with Forvis Mazars or that you may otherwise be explicitly or implicitly required to follow owing to your employment by or fiduciary or other duty of care owed to an entity doing business with Forvis Mazars. You (both personally and in any representative capacity you may or do have for a particular entity) may only make use of the License if you comply with all applicable terms, including but not limited to this EULA.

The Software is licensed, not sold, under this License. The License does not grant any title or ownership in the Software. Any individual accessing the Software is expressly representing that they have the authority and ability to act on behalf of an entity that possesses the ability to access and use the Software, and you and that entity will be jointly and severally responsible for any and all actions taken by an actor using credentials, irrespective of whether that person has the actual authority or ability to act on behalf of that entity.

### 2. Conditions & Restrictions on Use Pursuant to the License

You may not and will not do, attempt to do, or otherwise attempt to have anyone else do on your behalf or for your benefit any of the following with respect to the Software: (a) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized by Forvis Mazars (either via this EULA or some other written instrument); (b) sell, rent, lease, license, distribute, transfer, or use it in a manner that actually or is reasonably likely to harm Forvis Mazars or its existing or future business prospects; (c) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (d) remove, disable, circumvent, or modify any security technology or proprietary notice or label included in it; (e) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use, export, or re-export it in violation of any applicable law or regulation; or (g) deliberately or negligently access or use it in a manner that transmits or propagates any virus, Trojan horse, worm, bomb, and/or corrupted or malicious files or that otherwise threatens, defames, disparages, harasses, or endangers the integrity of any person or entity, the Software, Forvis Mazars' hardware and networks, the hardware and networks of any other user of the Software or other person or entity, and/or any data and information inherent to any of the same.

In the event you gain access to data or information of others and/or to functionality in the Software, either of which is beyond the scope or intent of the understanding by which credentials were originally granted to you, you will notify Forvis Mazars as soon as is reasonably practical. Further, you will not copy, alter, delete, use, or otherwise exploit such data, information, and/or functionality and, instead, will treat it with and use the highest degree of care necessary to protect its confidentiality. These obligations of notification and confidentiality will survive the termination of this EULA.

### 3. Disclaimers & Limitation of Liability

Except to the extent an explicit warranty or representation is made in a separate, written contract, the Software is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Forvis Mazars, its licensors, its and their affiliates, successors, and assigns disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Software, including without limitation all express, implied, and statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, Forvis Mazars, its licensors, its and their affiliates, successors, and assigns make no warranty that (1) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, or (2) that any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Forvis Mazars, nor its licensors, nor its or their affiliates, nor any of Forvis Mazars' agents or service providers (collectively, the "Forvis Mazars Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the Forvis Mazars Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to Forvis Mazars for the

Software. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

#### 5. Termination

This EULA will terminate concurrently according to the understanding by which credentials were originally granted for access and use of the Software. Forvis Mazars reserves the right to terminate this EULA, without cause, with at least 30 days' written notice to you. Forvis Mazars may immediately terminate this EULA if it reasonably concludes that doing so is warranted under the circumstances due to unlawful use or failure to pay.

### 6. Changes to this EULA by Forvis Mazars

Forvis Mazars reserves the right, in its sole and absolute discretion, to revise, supplement, and/or delete certain terms of this EULA for security, legal, best practice, or regulatory reasons, provided that any such revisions, supplements, and/or deletions do not contravene any separate written agreement between you and Forvis Mazars. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA in the Software or by requesting the same from Forvis Mazars. You are responsible for checking this EULA periodically for changes. Your continued use of the Product following any revision to this EULA constitutes your acceptance of any and all such changes.

### 7. Other Terms

This Agreement and any document or information referred to in this EULA constitute the entire agreement between you and Forvis Mazars relating to the subject matter covered by this EULA. All other communications, proposals, and representations with respect to the subject matter covered by this EULA are excluded and, instead, must be memorialized in a separate written agreement executed by an authorized representative of each party involved.

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision will be, to the extent required, deemed to be deleted, and the validity and enforceability of the other provisions of this EULA will not be affected. If any invalid, unenforceable, or illegal provision of this EULA would be valid, enforceable, and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable to reflect the intent of this EULA.

Any action by Forvis Mazars to exercise, or its failure or delay in exercising, any of its rights under this Agreement will not be deemed a waiver of those or any other rights or remedies available in contract, at law, or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Texas, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

Forvis Mazars' obligations are subject to existing laws and legal process, and Forvis Mazars may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

### Forvis Mazars, LLP Terms and Conditions Addendum

#### **GENERAL**

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

#### **BILLING, PAYMENT, & TERMINATION**

2. Billing and Payment Terms. We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

- 3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
- 4. Termination. Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

#### **DISPUTES & DISCLAIMERS**

- 5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
- 6. Statute of Limitations. You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood

to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

- 7. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
- 8. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
- 9. WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- 10. Disclaimer of Legal or Investment Advice. Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

#### RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

- 11. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
- 12. Forvis Mazars Workpapers. Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
- 13. Subpoenas or Other Legal Process. In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
- 14. Use of Deliverables and Drafts. You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

15. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

### **REGULATORY**

- 16. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
- 17. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.
  - Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."
- 18. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
- 19. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

### **TECHNOLOGY**

- 20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
- 21. Electronic Signatures and Counterparts. This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

22. Electronic Data Communication and Storage. In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

#### **OTHER MATTERS**

- 23. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
- 24. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
- 25. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
- 26. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
- 27. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

### Exhibit B METHOD OF PAYMENT

The Contractor's fees for the financial statement and single audit will be \$239,150 for the fiscal year ending December 31, 2026 (includes six major single audit programs). The annual license fee for the production of the FY25 ACFR is \$3,200. This fee is subject to change on a yearly basis with the issuance of our annual contract for services. The chart of account conversion of the FY25 ACFR by TRS is a one-time fee of \$5,000. Any additional single audit program over the six listed above will be billed at \$12,000 per program.

The Contractor's fees do not consider additional efforts related to the impact of accounting and auditing issues other-than-temporary impairment of investments, deferred tax asset valuation allowances, collectability of receivables, inventory valuation, compliance with debt agreements, modification of lease terms, additional major programs subject to Single Audit, etc. Such amounts will be billed based on time expended.

The Contractor's estimate of time assumes no substantial problems with obtaining the information we need to complete the above listed engagements and anticipate preparedness, cooperation and adherence to established timelines.

The Contractor's pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. FORVIS will issue progress billings during the course of the engagement, and payment of invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10%.

The Contractor's engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

The Contractor's fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

The Contractor accepts ACH, wires or payment via our client payment portal at ClientPaymentPortal@FORVIS.com.

If invoices for this or any other engagement we may have with FORVIS are not paid within 30 days, they may suspend or terminate services for this or any other engagement. In the event their work is suspended or terminated as a result of nonpayment, we agree they will not be responsible for any consequences.

# Exhibit C INSURANCE REQUIREMENTS

The 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 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): Insurance 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 the 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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; 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 Contract are sufficient to cover the obligations of the Contractor under this Contract.

### OTHER INSURANCE PROVISIONS

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

**Additional Insured Status.** The 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 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 Contractor's insurance (at least as broad as ISO Form ISO CG 20 01 04 13 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 Contractor's insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor's insurance.

**Notice of Cancellation.** Contractor shall ensure that coverage shall not be canceled, except with a 30-day notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The 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. The County may require the 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 the County. The Contractor will indemnify the 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 the 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 Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

**Verification of Coverage.** The Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review

and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the 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 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 the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (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

**Subcontractors.** The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the 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 the County may immediately terminate this Contract.

**Governmental Immunity.** The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, 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 the County, its commissioners, officers, officials, employees or volunteers.

**Special Risks or Circumstances.** The 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.

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

FORVIS MAZARS, LLP		
BY:	ATTEST: (if a corporation)	
Printed Name		-
Title:	Title:	_
DATE:		
Signature of Notary Public Required:		
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged befor	re me this, 2025, b	y
Witness my hand and official seal		
Notary Public		
My commission expires:		
INSTRUCTIONS		

Print out this page and then attach the signed and notarized page to this attachment icon.

# PUBLIC CONTRACT FOR SERVICES DOUGLAS COUNTY GOVERNMENT and FORVIS MAZARS, LLP

# THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO Abraham Laydon, Chair **ATTEST:** Hayley Hall, Clerk to the Board **APPROVED AS TO CONTENT:** By: \_\_\_\_\_ Douglas J. DeBord, County Manager DATE: \_\_\_\_\_ APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM: By: \_\_\_\_\_ By: \_\_\_\_\_ **Christopher Pratt Christie Guthrie Senior Assistant County Attorney Director of Finance** DATE: DATE: APPROVED AS TO INSURANCE REQUIREMENTS: By: \_\_\_\_\_ **Megan Datwyler** Risk Manager DATE:



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Holly Carrell, Special Project Manager

**DESCRIPTION:** Funding Request from the Colorado State Forest Service Through the Forest

Restoration and Wildfire Risk Mitigation Grant Program,

**SUMMARY:** Requesting Approval to Pursue Funding from the Colorado State Forest

Service through the Forest Restoration and Wildfire Risk Mitigation Grant Program, administered by the Department of Natural Resources, by Applying for a Grant in the Amount of \$557,020.64 to Assist in the Development of the Douglas County Public Works Operations Biochar Facility. A Fifty Percent Local Match is Required for this Grant. This Grant Application was Submitted on October 9, 2025. Notification of an Award Decision is expected in January,

2026.

RECOMMENDED

**ACTION:** Approve funding request from the Colorado State Forest Service through the

Forest Restoration and Wildfire Risk Mitigation Grant Program,

**REVIEW:** 

Doug DeBordApprove10/17/2025Jeff GarciaApprove10/20/2025Christie GuthrieApprove10/20/2025

**ATTACHMENTS:** 

Cover Page

2025-26-FRWRM-Capacity-App FINAL

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**ATTACHMENTS:** 

2025-26-FRWRM-Capacity-App FINAL



## 2025-2026 Grant Application

## **Capacity Building Projects**

Forest Restoration and Wildfire Risk Mitigation (FRWRM)
Grant Program
Established by SB 17-050

#### **Application Instructions**

Applicants must reference the Request for Application (RFA) for important eligibility criteria and supplemental resources. Adobe Acrobat or the free Adobe Reader software should be used when completing this application. Write in complete sentences and provide sufficient details for reviewers to understand all aspects of the proposed project. All blocks are fill-in enabled and limited to a certain number of characters. Characters include letters, numbers, spaces and punctuation. Do not scan or alter the application form. Altered applications will not be accepted.

#### A. Applicant Information

To receive FRWRM grant funds, the applicant or their designated fiscal agent must be registered with the IRS and have a tax identification number. By default, the applicant is expected to serve as the fiscal agent and will be responsible for managing all financial transactions related to the grant. If the applicant organization will not be the direct fiscal agent for contracting purposes, clearly identify the proposed fiscal agent below. For the purposes of this grant program, a fiscal agent is defined as a separate entity that agrees to ensure that awarded grant funds are used to carry out project objectives described in this application and the resulting grant agreement, if awarded. The fiscal agent must remain unchanged throughout the full term of the grant.

Name of Project:	
Applicant:	
Type of Organization:	
Fiscal Agent (if different than applicant):	
Contact Person/Title:	
Mailing Address:	
City/State/Zip Code:	
County(s) where project work will occur:	
Phone:	
Email:	
If a FRWRM application has been	submitted for <b>this project</b> in previous cycles, select all cycles that apply:
□ N/A □ <u>2024-2025</u>	2023-2024 2022-2023 Pre-2022
Yes No	Is this application associated with a separate Fuels & Forest Health application?
Yes No	If yes to the above, is this proposed Capacity Building Project contingent upon funding of the Fuels & Forest Health Project?
Yes No	By checking yes, you acknowledge that additional attachments beyond the allowable support letters, contract bids, and maps are unallowable and will not be considered.

#### **Payment Structure & Flow of Funds**

If the proposed project requires payments to be made by third-party participants (e.g., landowners within an HOA who will pay initial treatment costs and later be reimbursed by the awardee), clearly justify and describe how payments for project activities will be handled. This includes identifying who will pay invoices (applicant, specific partners or landowners, etc.), the process and timeline for the third-party participants to be reimbursed by the awardee or fiscal agent, documentation methods that will be used to verify payment and reimbursements, and any other relevant details related to third-party agreements that will be in place. If this section is left blank, it will be assumed the applicant or fiscal agent will pay for all project expenses directly and no third-party model will be used, if awarded. All information for the project must fit into the allotted 500-character space. Characters include letters, numbers, spaces and punctuation. **B.** Eligibility This section includes a checklist of required elements for each application. Applications that do not include all items below (any items checked "No"), will be considered ineligible. Instructions on using the Colorado Forest Atlas to generate the required maps and determine if a project is located within/near the WUI can be found here. Required 1-page map showing the specific project area IN the Colorado Forest Atlas with the 2020 Colorado Forest Action Plan Composite Priority theme and Social Vulnerability Index visible is attached. Yes No The project area is within or near the WUI of Colorado confirmed via the Colorado Forest Atlas. Yes No The Colorado Wood Utilization & Marketing (CoWood) program has been contacted, in 2025, regarding this project. Applicants must send an email that includes a brief project description, the project name, location, and entity that is listed on the FRWRM application submission to csfs cowood@colostate.edu. Yes No **Date of Correspondence:** Forest products and/or wood utilization businesses have been contacted regarding this project. All applicants are required to contact wood utilization businesses unless the applicant is utilizing all woody materials or the project does not include a fuels reduction component, in which case select N/A. | | Yes | | No | | N/A A plan for utilizing forest products/woody materials generated by the project is included in the project proposal. If utilization is not a viable option, applicants must describe what will occur to materials generated from the project. Projects that don't include a fuels reduction component can select N/A and provide additional details in section M. Forest Product Utilization. | | Yes | | No | | N/A Relevant county officials have been consulted on this project and the required letter of support is attached. Acceptable county officials may be commissioners, sheriff's office representatives, county forester/forestry staff, or wildfire coordinators. CSFS staff do not qualify as county officials. Applicants may not write their own support letter. Additional criteria can be found in the RFA. | Yes | No Matching funds have been confirmed prior to submitting this application. If selected for funding, verification of committed match contributions will be required. Additional details can be found in the RFA. Yes No

Project Readiness: By checking yes, you confirm project work is ready to be accordance with the timeline details provided in this application. Applicant phase of work (hire staff, purchase equipment, issue call for bids, etc.), with Applicants should not apply for grant funding unless projects are ready for execution.  Yes No	ts should be prepared to initiate the first
By checking yes, you indicate that the contents of this application are accurately you agree to all contracting requirements, including reporting and monitor.  Yes No	
C. Project Summary Provide a brief narrative summarizing the proposed project and answer the All information for the project must fit into the allotted 500-character space. Characters in	
Estimated number of homes directly affected by this project: (or future projects using equipment purchases, if applicable)	
Estimated acres in project/planning area: (i.e., if CWPP is being developed, estimate the acres within the CWPP boundary area) Acreage can be measured using the measure tool in the CO Forest Atlas.	
Estimated acres* to be treated annually with purchase, if applicable: *Only include planned acres within project boundary. DO NOT include areas that are inoperable, inaccessible, or untreatable "reserves" within project areas.	
Estimated federal acres (if applicable): Project must maintain continuity within 1-mile across a landscape including federal lands, and the total federal acres must be less than 50% of the total project acres.	
Estimated cost/acre: Include contractor bids as attachment, when possible.	
Is this project identified through a community-based collaborative process (CWPP, FEMA approved hazard mitigation plan, or similar)? If yes, please list plan name(s) and year completed or revised.	
Will this project involve a contract with an accredited Colorado Youth or Veterans Corps Association? If yes, list the group's name.  Letter of support required to receive preference points.	
Will this project result in the protection of water supplies?  If yes, provide details in Section E. <i>Project Relation to Forest Action Plan</i>	
In the instance of the project being partially funded, is it still viable with reduced outcomes (i.e., is the project scalable)? Briefly explain.	

D.	Pro	ject	Goal	s and	Ob	jectives
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Clearly describe the goals and objectives of the proposed project and how they align with the overall FRWRM Program goal of reducing wildfire risk to people, property and infrastructure in the WUI, while promoting forest health and restoration and the utilization of woody material. Specifically address how the project will increase local capacity to plan and implement hazardous fuels reduction and forest health projects and to what extent. Capacity building actions must be tied to these goals and objectives and will need to be referenced later in this application.

Goals should be broad (i.e., increase community fire awareness and knowledge), while objectives will be more specific to the actions taken to achieve the project goals (i.e., host 5 wildfire-themed community events each year during grant period). In general, objectives are more numerous as multiple objectives may be created towards meeting your project's stated goals. Goals and objectives should be tailored to the type of capacity building request. For example, for an equipment purchase request, goals and objectives should be tailored to the specifics of what the equipment will be used for and not just the purchase of the equipment. For increased staffing, (i.e., wildfire outreach coordinator), indicate the specific goals and objectives for that position.

All information for the project must fit into the allotted 1,500-character	er space. Characters include letters, numbers, spaces and punctuation.

#### E. Project Relation to Forest Action Plan

The FRWRM Program aligns with the specific Colorado State Forest Action Plan (FAP) Themes (T) and Goals (G) listed below. Briefly explain how the project objectives align with each of these FAP Goals, where applicable. Describe the specific approaches that will be taken to meet these Goals and explain how they are scientifically supported. Reference the FAP for details on each Theme, Goal, Strategy and Approach. **Note:** Most projects will not align with every FAP Theme and Goal listed below. Applicants should address only those that apply.

G1: Keep forests as forests. G2: Improve forest productivity. G3: Promote adaptive management.	G1: Promote community fire adaptation. G2: Reduce risk of uncharacteristic wildfire. G3: Promote the role of fire in ecological processes.	G2: Improve resiliency of critical water infrastructure.
All information for the project must fit	into the allotted 1,000-character space. Characters in	nclude letters, numbers, spaces and punctuation.

FAP Theme 1 (T1): Forest Conditions FAP Theme 2 (T2): Living with Wildfire

FAP Theme 3 (T3): Watershed Protection

F.	<b>Project</b>	Relation	to Local	Measures
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Clearly describe how the project complements any local measures that reduce wildfire risk to people, property and infrastructure that the impacted communities have adopted or plan to adopt. Describe how the project aligns with specific goals and/or priorities of an approved CWPP (or similar plan) and list any project-specific actions that will occur to meet or move plan goals forward. Reference the RFA for examples of local measures.

l information for the project must fit into the allotted 1,000-character space. Characters include letters, numbers, spaces and punctuation.

#### **G. Matching Contributions**

This section is for matching contributions only. DO NOT include grant-requested funds in this table. Applicants must demonstrate the ability to meet a minimum 1:1, or dollar-for-dollar, match requirement. For example, for a total project budget of \$100,000, the grant request would be \$50,000 and the required match would also be \$50,000 (50%).

Applicants with proposed projects located in areas of fewer economic resources (identified by cross-hatching in SVI layer) are eligible for a reduced match rate of 25%, or a 3:1 grant to match ratio. For example, for a total project budget of \$100,000, the grant request could be \$75,000 with a minimum match of \$25,000 (25%).

**Contributors:** Specify the name of each match contributor and the dollar amount/value of each contribution.

**Cash Match:** Cash match is defined as direct funds made available to the project applicant (or their fiscal agent) for use in achieving work through the proposed project. This could include cash on hand, contributions from landowners or partners, or other grant funds. Applicants must identify and confirm match contributions prior to applying and provide details in the budget narrative. If selected for funding, applicants will be required to submit verification of committed match contributions. Additional criteria can be found in the RFA.

**In-kind Match:** In-kind match includes non-monetary contributions such as donated supplies, equipment, services, or volunteer labor directly related to the project. Donated time must be accounted for using the current CSFS volunteer labor rates (\$38.74/hour for 2026). In-kind contributions must be quantified and justified in the budget narrative.

Providing match beyond the minimum 50% requirement will result in additional scoring preference. Successful applicants that receive this preference must provide the proposed match ratio to receive full grant reimbursement. Preference only applies to match greater than 50% regardless of reduced match rate eligibility.

Contributor Name(s):				TOTAL
Cash Match:				
In-kind Match: (Hourly rate can't exceed \$38.74)				
TOTAL:				
List grant program name(s), award year & entity awarded for any grant funds being used as match:				

#### H. Total Project Budget

This section should reflect the entire budget for the proposed project. The grant share column should reflect the state grant funds being requested in this application. The match columns should carry over information from Section *G. Matching Contributions*. Please ensure that budget numbers are calculated correctly.

**Personnel/Labor:** Includes expenses directed toward applicant's staff time or labor, valued at actual salary amounts, and may include fringe benefit expenses (billable rates are unallowable).

- Grant administration activities such as compiling paperwork for reimbursements and reports cannot be included as part of the grant share but are considered cash match.
- Sweat equity (homeowner or volunteer labor) cannot be included as part of the grant share or cash match but is considered an in-kind match and should be accounted for using the current CSFS volunteer labor rates of \$38.74 per hour for 2026.

Supplies/Materials: Include expenses for supplies or rental equipment necessary to complete project activities.

**Contractual Services:** Include expenses that will be contracted out to a third-party, including agreements with CSFS.

**Equipment:** Include anticipated expenses for the direct purchase of equipment. Equipment must be purchased and owned by the award recipient.

**Indirect Costs:** Include a wide variety of items not specifically broken out in the budget known as facilities and administrative costs (utilities, phone, copying, accounts payable, payroll, and routine administrative services). Indirect costs paid by the grant may not exceed 15% of the grant total. If applicable, additional indirect costs (beyond 15%) may be used as cash match but must be documented with an established rate and included with this application.

**Anticipated project revenue:** List all anticipated cost offsets or revenues generated from the utilization of forest products or woody biomass. Any revenue generated by the project must be factored into the grant request. For example, if the cost for treatment is \$3,000 per acre but utilization will decrease the cost to \$2,500 per acre; show the \$500 per acre as revenue and request funding based on the \$2,500 per acre.

**Examples of Ineligible Expenses:** Equipment repairs/parts/maintenance (oil changes, tires, chains), PPE (gloves, hard hats, vests, etc.), food/beverages, fundraising/investment costs, selling/marketing costs, office supplies, postage, computers/technological devises, and expenses that don't directly relate to accomplishing proposed work.

TOTAL PROJECT BUDGET All budget line items must be described	Grant Share (\$ Amount requested)		om Section <i>G.</i> )	TOTAL	
in Section I. Budget Narrative		Dollars	In-Kind		
Personnel/Labor:					
Supplies/Materials:					
Contractual Services:					
Equipment:					
Indirect Costs:					
TOTAL PROJECT BUDGET					
Anticipated Project Revenue (from wood or biomass utilization)		Project Budget (blue	•	cch (purple box) with the Total chan 50% (25% if eligible) of ill be <b>disqualified</b> .	

#### I. Budget Narrative

Describe in detail **each budget line item** listed in Sections *G. Matching Contributions* and *H. Total Project Budget*. Clearly explain how specific project costs were estimated. For example, equipment costs should be justified **and** supported by bids or details of known costs from recent research and per-hour labor rates should be detailed.

Describe the role of each entity/partner involved in project implementation, the known terms of contracts associated with the project, and the nature of in-kind contributions. Clearly explain any anticipated project revenue or cost-savings, how revenue is factored into the grant request, intended use, and how it will further the project objectives. Describe any opportunity to leverage grant funds with other funding sources.

Be as specific as possible when explaining how the funds will be allocated and provide sufficient justification. Attach bids or contract estimates from industry, if applicable. If supplies are in the budget, be sure to describe the specific types of anticipated supplies and ensure they are allowable expenses.

types of anticipated supplies and ensure they are allowable expenses.		
ll information for the project must fit into the allotted 1,500-character space. Characters include letters, numbers, spaces and punctuation.		

#### J. Project Area Description and Current Capacity

Describe the area(s) and current capacity of locations where planning efforts, increased staffing and/or projects using equipment purchase(s) will take place. Project area description should include geographical description, land ownership breakdown, acres, and the communities in which the project(s) will take place. If project relates to a utility, describe utility service area, population served, and infrastructure/water supplies protected. Project locations should be focused on specific areas and not too broad in scope (county-wide descriptions/maps are too broad, unless proposed efforts will be conducted at a broad scope).

Current capacity should assess the current capacity within the project area to treat slash, conduct outreach, build community collaboration around wildfire risk reduction, etc., and baseline metrics for these should be included. For example, if your proposed project is for increased staffing for fuels and forest health project prioritization and planning efforts, describe the current gaps in planning that your community has and include all relevant baseline metrics associated with prioritization and planning efforts (i.e., # of staff dedicated to this effort, # of acres/projects being planned/year, etc.). Include associated layers (i.e. Risk Viewer) to highlight ongoing risks, where necessary. While capacity building projects are *typically* more broad than fuels and forest health projects that are focused on specific project areas, you may choose to focus on the current landscape within your area, both the physical landscape and the need for community actions as well as the current social landscape for outreach and engagement. Be as specific as possible to your locality and/or treatment area(s).

information for the project must fit into the allotted 3,000-character space. Characters include letters, numbers, spaces and punctuation.					

#### **K. Capacity Building**

Describe how the proposed project will enhance local capacity to reduce wildfire risk, encourage forest health and restoration projects and promote the utilization of woody materials. Be sure to tie capacity building efforts to the outlined goals and objectives described in section *D. Project Goals and Objectives* and current capacity described in section *J. Project Area Description and Current Capacity*.

Planning efforts should include specific and measurable activities such as the number of stakeholder outreach and engagements, the target audience and expected outcomes (i.e., development, mapping and prioritization of fuels reduction projects).

Proposals to support staffing should describe the position(s) and responsibilities and how efforts will support long-term capacity for planning and implementation of fuels and forest restoration activities.

Projects that include the purchase of equipment should describe any related training and safety measures to address safe use of purchase(s). If possible, quantify the annual anticipated use of equipment (i.e., run time, number of individual projects).

individual projects).
Successful applicants will be required to submit a more detailed description prior to a grant award from the CSFS.
All information for the project must fit into the allotted 2,500-character space. Characters include letters, numbers, spaces and punctuation.

Explain the strategic nature of any planning areas or projects that will use equipment purchase(s) or involve proposed position(s). Identify if the proposed projects or planning areas will be implemented across land-ownership boundaries, build on prior or planned fuels reduction efforts, or contribute to a larger landscape-scale treatment effort. Indicate if the project is located within a priority area identified in a completed CWPP (or similar plan) or Forest Action Plan map themes. Describe the benefits the project will have to the respective community or residents. Explain how the proposed project will serve as a catalyst for future forest management projects.  All information for the project must fit into the allotted 1,000-character space. Characters include letters, numbers, spaces and punctuation.
M. Forest Product Utilization and Slash Management Promoting the utilization of woody material generated by project work for traditional forest products and biomass energy is one of the primary FRWRM Program goals. Describe plans for utilizing forest products/woody material from planned project sites. Name the specific product(s) if applicable.
Slash management plans are <b>required</b> for all projects that include fuels reduction regardless of utilization opportunities. Be sure to discuss plans for removal/disposal of slash and non-merchantable materials using approved methods such as chipping, mulching, grinding, pile burning, etc.
Capacity Building projects that won't include a fuels reduction component during the life of the grant should discuss utilization and slash management plans or ideas more broadly for future fuels reduction work that will occur as a result of these grant dollars.
List the names and dates of communications with any businesses that have been contacted regarding wood utilization. If any partnerships with industry are planned, provide those details. Attach current bids or contract estimates from industry, if applicable. The Colorado Wood Utilization and Marketing website has information on wood utilization.  All information for the project must fit into the allotted 1,000-character space. Characters include letters, numbers, spaces and punctuation.

L. Strategic Value of Project

N. Partners, Supporters and Collaboration  Applicants are encouraged to include relevant community and stakeholder support in the design, implementation, and self-monitoring of proposed projects. Describe collaboration that will occur with participating groups, organizations, landowners, etc., and describe the details of their contributions to the project. Specify conversations with required county officials and the details of how the proposed project aligns with county-level wildfire risk reduction planning. Describe how an accredited Colorado Youth Conservation or Veteran Corps organization, if any, will be included in the project. Letters of support from relevant organizations, financial institutions, landowners and/or industry are allowable attachments to include with your application. Participating landowners must be confirmed prior to applying and awarded applicants will be required to submit verification documents during pre-award period. If landowner participation has not fully beer confirmed, justify the reasoning and explain the plan for obtaining landowner interest and support in the program/project, if applicable. In this case, you may check 'yes' to the Project Readiness question in section B.
All information for the project must fit into the allotted 1,500-character space. Characters include letters, numbers, spaces and punctuation.

measurable targets (quant project. Vague timelines w	ear project start and end dates, I titative goals). Include metrics a vill not score well. <b>All projects m</b> must fit into the allotted 1,000-charact	nd describe how progress wi uust be completed by March	II be tracked at each stage of the <b>31, 2030.</b>

#### P. Maintenance & Sustainability

Explain how the proposed project will be sustained over time to maintain and/or enhance increased capacity. Be sure to consider and include details, where relevant, on outreach/education within the community, commitments from landowners receiving treatments, self-monitoring, etc.

Projects that include planning and staffing should describe how plans will be used over time and how position(s) will be supported beyond the life of the grant. If the project includes project identification/prioritization and prescription development, describe the commitment to implement projects after completion of grant.

If equipment purchases are requested, describe how equipment will be cared for and used beyond the life of the project. The expectation is that the equipment will be used and maintained by the awardee for a minimum of five years following the grant. Clearly address who will maintain purchase(s), what will be done and how, when this will be accomplished and how often, etc.

All information for the project must	t fit into the allotted 1,000-charact	er space. Characters include letters,	numbers, spaces and punctuation.

Note: Additional attachments beyond the allowable support letters, maps and contract bids will not be considered.

The following page provides guidance to applicants on criteria the Technical Advisory Panel will use to score and evaluate Proposals.

SCORING SHEET Maximum Points: 85

#### **Project Summary** (Section C)

5 pts

Project is well summarized, and all questions are answered fully and correctly.

#### **Project Goals and Objectives** (Section D)

10 pts

Project goals and objectives are detailed, clearly defined, tied to project-specific actions, and align with the FRWRM Program goals. Specific details are provided on how the proposal will increase local capacity to plan and implement treatments and to what extent.

#### **Project Relation to Forest Action Plan** (Section E)

5 pts

Project objectives clearly align with specific FAP goals and the approaches to meet project goals are well described, reasonable and scientifically supported. Project-specific examples are provided.

#### **Project Relation to Local Measures** (Section F)

5 pts

The project clearly aligns with specific goals/priorities of local CWPP or similar collaborative plan and project-specific examples are provided. The project complements multiple local measures that impacted community(s) have adopted (or plan to adopt) to reduce wildfire risk.

#### **Budget** (Sections G, H & I)

15 pts

All costs are sufficiently justified for the proposed work and expenditures are detailed, clear and allowable. Utilization revenues are incorporated and explained. Match is sufficient, contributions are confirmed and described, and all budget numbers are calculated correctly. Partner roles and contract terms are adequately detailed.

#### **Project Area Description and Current Capacity** (Sections J)

10 pts

The project area is well defined and not too broad in scope. Current capacity is detailed, measurable and a sufficient explanation for how estimates were determined is included. Included maps align and project is in a high priority area.

#### **Capacity Building** (Section K)

10 pts

Current capacity is clearly described and ties back to project goals and objectives and current capacity. Project will enhance local capacity to reduce wildfire risk, promote forest health and encourage wood utilization. Where applicable, planning efforts include specific and measurable activities, position responsibilities are described and efforts will support long-term capacity, equipment purchases address related training/safety measures.

#### **Strategic Value of Project** (Section L)

5 pts

The project is near other planned or previously treated areas, will be implemented across land-ownership boundaries, and has an emphasis on a regional approach. The project ties to a county plan or relevant CWPP and will achieve results at a meaningful scale. Any FAP maps included are labeled and relevance and significance are well explained.

#### **Forest Product Utilization/Slash Management** (Section M)

5 pts

An adequate effort has been made to include wood utilization and plans maximize the possibilities. Specific plans and products are described where applicable. Details on correspondence with utilization businesses are provided, and a sufficient slash management plan is included.

#### Partners, Supporters and Collaboration (Section N)

5 pts

The project maximizes partners and supporters, and the details of their contributions are clearly articulated. Specific details of how the project aligns with county-level wildfire risk reduction planning are included. Letters of support will be reviewed, including the required letter from a county official. All participating landowners have been confirmed.

Timeline (Section O) 5 pts

The timeline is organized with clearly defined start and end dates, key milestones and measurable targets. Metrics include details relevant to any outreach, planning, staffing, purchasing timelines, etc., and progress tracking details are provided. The proposed timeline seems achievable.

#### **Maintenance & Sustainability** (Section P)

5 pts

A plan for how the project will be sustained after the grant period concludes includes details of who will accomplish maintenance tasks, how the work will be funded and how often activities will occur. Where relevant, additional details include outreach, landowner commitments, self-monitoring efforts, equipment care and maintenance, etc.

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Taylor Davis, Support Services Division Chief at DCSO and Jim Brown, CIO

**Douglas County IT** 

**DESCRIPTION:** Purchase Request to CDW-G for Replacement Panasonic Toughbooks in the

Amount of \$124,902.00 for the Douglas County Sheriff's Office.

**SUMMARY:** With the Windows 10 end-of-life scheduled for October 2025, DCSO has

identified a total of 27 Panasonic CF-33 laptops that are not Windows 11 compatible. The scheduled replacement for these units is mid-2026. Since these MDTs will now be out of compliance and unable to receive critical

security updates.

These robust laptops are used by Patrol deputies to keep track of calls for service, locate addresses, write police reports, and to gather and manage digital evidence. They are docked in the vehicle and are in service whenever a Patrol

deputy is on duty.

County IT has graciously offered to purchase the 27 MDT replacements under Sourcewell Contract #121923-CDW Tech catalog in the total amount of \$124,902.00 using available funding from the IT Technology Fund - 800900.

RECOMMENDED

ACTION: Approval of the Purchase Order Request to CDW-G in the amount of

\$124,902.00 using Sourcewell Contract #121923-CDW Tech pricing.

**REVIEW:** 

Darren WeeklyApprove10/17/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

#### ATTACHMENTS:

Cover Page

800900 CDWG 27 MDT Replacements \$124,902

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Darren WeeklyApprove10/17/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

ATTACHMENTS:

800900 CDWG 27 MDT Replacements \$124,902



Entered By:

Rev: 06/2017

Douglas County Government Finance Department, Purchasing Division 100 Third Street, Suite 130 Castle Rock, Colorado 80104

Phone: 303-660-7430

						Department Authorization		
Date Requested: 10/28		10/28/25	Requested By:	Todd Kranig				
Department	Number:	800900	Telephone Number:			rchase listed below is proper operation of		
Department	Department Name: County IT		Delivery Address:	4000 Justice Way Castle Rock CO 80109	Douglas County and	Douglas County and to my knowledge funds are available in the current budget.		
Account Nu	mber:	800900.474500						
			Vendor					
CDW Govern	ıment							
75 Remittance	e Drive, Suite	∍ 1515			Authorized De	partment Official		
Chicago IL 60	)675-1515				<u> </u>			
Sales Contac	t: Ashton Se	ellers ashtsel@cdwg.c	om		<u> </u>			
Qty.	Qty. Unit Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)					Amount		
27	Panasonic MDT - Item #PAN CF-330Z I7-1370P 32G W11P - Part #CF-330Z-2ABM 27 ea CDW#8530249					\$ 124,902.00		
			SEE ATTACHED QUOTATIO	N #PQDL0000				
Special Ir	nstructions:	<u> </u>			Total Price	\$124,902.00		
Sourcewell 12	21923-CDW T		Meeting for Approval			\$124,702.00		
		** PLEASE ATT	ACH A COPY OF THE AGENDA IT	EM FOR ALL BOCC APPROVED PU	RCHASES **			
			FOR PURCHASI					
Purchase Or Vendor Num				Accounting Review: Budget Review:				
Date Entered	d:	-		Cty Manager Approval:	-			

BOCC Approval: BOCC Approval:

800900\_CDWG 27 MDT Replacements\_\$124,902.xlsx



Hardware

Software

Services

IT Solutions

Brands

Research Hub

# **QUOTE CONFIRMATION**

#### ANNE WEEKLY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

### **Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQDL000	10/1/2025	PANASONIC 27	11262509	\$124,902.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PAN CF-330Z I7-1370P 32G W11P	27	8530249	\$4,626.00	\$124,902.00

Mfg. Part#: CF-330Z-2ABM Contract: Sourcewell Contract: MARKET

GRAND TOTAL	\$124,902.00
SALES TAX	\$0.00
SHIPPING	\$0.00
SUBTOTAL	\$124,902.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: DOUGLAS COUNTY SHERIFF ACCOUNTS PAYABL 100 3RD ST CASTLE ROCK, CO 80104-2425 Phone: (303) 814-7017 Payment Terms: NET 30-VERBAL	Shipping Address: DOUGLAS COUNTY SHERIFF ANNE WEEKLY 4000 JUSTICE WAY TECHNOLOGY SERVICES CASTLE ROCK, CO 80109 Phone: (303) 814-7017 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



**Sales Contact Info** 

Ashton Sellers | (866) 811-6523 | ashtsel@cdwg.com



Ŋ.

My Account



Support



Call 800.800.4239

### About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <a href="http://www.cdwg.com/content/terms-conditions/product-sales.aspx">http://www.cdwg.com/content/terms-conditions/product-sales.aspx</a>

For more information, contact a CDW account manager.

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Page 2 of 2 96

Budget vs. Actual Activity - B.U.

DOUGLAS COUNTY GOVERNMENT

Budget vs Actual Rpt(CONDENSED)

10/10/25 Page -

16:33:32

1

For the Twelve Months Ending December 31, 2025

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
800900 TECHNOLOGY FUND								
300000 REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
334600 Other State Grants	.00	(900,000.00)	.00	.00	.00	.00	.00	.0
380000 MISCELLANEOUS REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
380000 MISCELLANEOUS REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
390000 OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	.00	.00	.0
390000 OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	.00	.00	.0
300000 REVENUES	.00	(900,000.00)	.00	.00	.00	.00	.00	.0
400000 EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	.0
410000 PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
432100 Contract Work/Temporary Agen	430,271.00	649,493.00	408,970.22	500,895.78	.00	211,779.00	(698,087.00)	(329.6)
410000 PERSONNEL SERVICES	430,271.00	649,493.00	408,970.22	500,895.78	.00	211,779.00	(698,087.00)	(329.6)
433000 SUPPLIES	.00	.00	.00	.00	.00	.00	.00	.0
433210 Computer Supplies	184,416.83	.00	543.99	.00	.00	.00	(543.99)	(100.0)
433400 Operating Supplies	.00	.00	11.25	.00	.00	.00	(11.25)	(100.0)
433420 Employee Recognition Supplie	.00	.00	2,201.10	.00	.00	.00	(2,201.10)	(100.0)
433000 SUPPLIES	184,416.83	.00	2,756.34	.00	.00	.00	(2,756.34)	(100.0)
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
438500 C.AComputer-Related	.00	.00	10,743.64	.00	.00	.00	(10,743.64)	(100.0)
438800 C.AOther Equipment	4,729.00	.00	.00	.00	.00	.00	.00	.0
438000 CONTROLLABLE ASSETS (C.A.)	4,729.00	.00	10,743.64	.00	.00	.00	(10,743.64)	(100.0)
439000 PURCHASED SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
443600 Other Professional Services	2,280,950.21	6,375,386.00	2,202,262.22	2,945,369.94	.00	9,215,666.00	4,068,033.84	44.1
444500 Software/Hardware Supp./Main	99,994.41	.00	105,436.82	194,790.70	.00	431,164.00	130,936.48	30.4
444550 Software/Hardware Subscripti	452,197.75	.00	416,977.39	298,664.00	.00	73,432.00	(642,209.39)	(874.6)
444700 Other Repair & Maint. Servic	2,000.00	.00	.00	.00	.00	.00	.00	.0

Budget vs. Actual Activity - B.U.

DOUGLAS COUNTY GOVERNMENT

Budget vs Actual Rpt(CONDENSED)

For the Twelve Months Ending December 31, 2025

10/10/25

Page -

16:33:32

2

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
445300 Travel Expense	.00	.00	(107.44)	.00	.00	.00	107.44	(100.0)
445500 Catered Meal Service	.00	.00	2,827.15	.00	.00	.00	(2,827.15)	(100.0)
446100 Conference, Seminar, Train Fe	4,500.00	.00	800.00	.00	.00	.00	(800.00)	(100.0)
446400 Books & Subscription	103.34	.00	.00	.00	.00	.00	.00	.0
439000 PURCHASED SERVICES	2,839,745.71	6,375,386.00	2,728,196.14	3,438,824.64	.00	9,720,262.00	3,553,241.22	36.6
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
454000 DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	.0
454226 Subscription Principal	155,832.35	.00	.00	.00	.00	.00	.00	.0
454326 Subscription Interest	15,397.59	.00	.00	.00	.00	.00	.00	.0
454000 DEBT SERVICE	171,229.94	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEMNI	.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEMNI	.00	.00	.00	.00	.00	.00	.00	.0
471000 CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	.0
474500 Computer Equipment	425,278.14	760,000.00	.00	.00	.00	.00	.00	.0
474800 Other Machinery & Equip.	325,710.69	64,543.00	.00	.00	.00	.00	.00	.0
471000 CAPITAL OUTLAY	750,988.83	824,543.00	.00	.00	.00	.00	.00	.0
400000 EXPENDITURES	4,381,381.31	7,849,422.00	3,150,666.34	3,939,720.42	.00	9,932,041.00	2,841,654.24	28.6
800900 TECHNOLOGY FUND	4,381,381.31	6,949,422.00	3,150,666.34	3,939,720.42	.00	9,932,041.00	2,841,654.24	28.6

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Michael McIntosh, Division Chief

**DESCRIPTION:** Acceptance of the BSAR YE Distribution - BSAR-YE-25-011 Douglas County

2025 Search and Rescue Year-End Distribution - \$11,076.60

**SUMMARY:** Douglas County Search and Rescue applied for the Backcountry Search and

Rescue Year-End grant funding for the grant period of contract execution date through August 31, 2026. The purpose of the funding is to provide financial assistance to search and rescue to be spent on costs associated with equipment

and training.

On October 10, 2025, the Colorado Parks and Wildlife notified Douglas County Sheriff's Office that \$11,076.60 was awarded for the grant period ending August 31, 2026. This funding will be spent only on costs associated with equipment and training. The award letter and original application are

included for reference.

Acceptance of the funding essentially entails only an email to the Colorado Parks and Wildlife agreeing to accept funds, there are no documents to sign.

RECOMMENDED

**ACTION:** Request that the Board accept the BSAR YE Distribution - BSAR-YE-25-011

Douglas County 2025 Search and Rescue Year-End Distribution - \$11,076.60.

**REVIEW:** 

Darren WeeklyApprove10/16/2025Jeff GarciaApprove10/16/2025Christie GuthrieApprove10/16/2025Doug DeBordApprove10/21/2025

#### **ATTACHMENTS:**

Cover Page

2025 Grant Application Submitted 062725

2025 KCW YE Distribution Notification Douglas

www.douglas.co.us

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STAFF PERSON

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RECOMMENDED

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Douglas County 2025 Search and Rescue Year-End Distribution - \$11,076.60.

**REVIEW:** 

Darren WeeklyApprove10/16/2025Jeff GarciaApprove10/16/2025Christie GuthrieApprove10/16/2025Doug DeBordApprove10/21/2025

#### **ATTACHMENTS:**

2025 Grant Application Submitted\_062725 2025 KCW YE Distribution Notification Douglas



David Miska <david.787@dcsarco.org>

# Colorado Parks and Wildlife - Backcountry Search and Rescue Universal Application - SFY25

3 messages

**Google Forms** <forms-receipts-noreply@google.com>
To: president@dcsarco.org

Fri, Jun 27, 2025 at 3:08 PM

Thanks for filling out Colorado Parks and Wildlife - Backcountry Search and Rescue Universal Application - SFY25

Here's what was received.

Edit response

# Colorado Parks and Wildlife -Backcountry Search and Rescue Universal Application - SFY25

This <u>single</u> application will be used by Colorado counties to apply for the County Allocation and/or the Year-End Distribution.

Separate Notices of Funding Opportunity (NOFO) are available for each type of funding since both opportunities have distinctly different timeframes, criteria and requirements. Please read through the NOFO documents before applying to ensure you are aware of the responsibilities and requirements for each funding opportunity.

# The following documents may be accessed by clicking here:

- County Allocation Notice of Funding Opportunity 2025-27 (NOFO)
- 2025 Year-End Distribution Notice of Funding Opportunity (NOFO)
- Emergency Incident Load Document Template
- Year-End Distribution Planned Purchase Document Template
- Allowable Purchases Document BSAR Application Definitions

**Application Open:** May 2, 2025

Application Deadline: June 30, 2025 at 11:59pm

Required Upload: Calendar Year 2024 Emergency Incident Load, Year-End Planned Purchase

Document

Optional Upload: CY2025 SAR Membership Roster

General Eligibility to Apply: Colorado Counties with coordinated BSAR volunteer Teams (either as part of the county or as a 501(c)3 organization) are eligible to apply. \*\*Only one application per county.

#### **Fund Basic Information:**

#### 1. County Allocation (Funding from Keep Colorado Wild)

- A. Two (2) year spending cycle (July 1, 2025 to June 30, 2027)
- B. 100% Reimbursement basis (Not advance payment) Waiver may be available on a limited basis.
- C. Formula Driven based on a base, county population, incident load, number of active BSAR volunteers, total annual emergency incident response volunteer hours.
- D. List if eligible purchases
- E. Planned Purchase Document (budget) required from Counties after initial pre-award
- F. Contracting Instrument: Purchase Order

#### 2. Year-End Distribution (Traditional EOY Fund)

- A. 12 month spending cycle (~September 2025 to August 30, 2026)
- B. Advanced Payment for distribution of funds (not a reimbursement basis)
- C. Formula Driven based on a base/floor, county population, incident load, and a threshold.
- D. Only purchase equipment and professional training
- E. Planned purchase document (Required)
- F. Contracting Instrument: Award Letter and Agreement to Accept Payment

All funding is contingent upon appropriate spending and reporting of awarded funds in the prior fiscal year. Agencies MUST submit timely expense receipts, proof-of-payment and the expense tracking report on or before established deadlines, unless permitted through a CPW award extension. Award receipts must detail actual expenses for delivered goods and services with proof-of-payment such as a credit card, voided check or bank statement. Expense tracking document must accurately reflect the entire item expenditure amount including funds contributed through other funding sources.

Below, all questions marked with an "\*" are required.

If you have questions, contact Perry Boydstun at (303) 864-7748 or by email at perry.a.boydstun@state.co.us

Email *	
president@dcsarco.org	

### **SECTION I. CONTACT INFORMATION**

Applicant County Name *
Douglas
County Federal EIN/Tax ID *
84-6000761
County Principal Representative or County Elected Official (Format: Title, First & Last Name, Telephone, Email Address) *
Sheriff, Darren Weekly, 303-663-7722, dweekly@dcsheriff.net
County Principal Representative Mailing Address *
4000 Justice Center Way, Castle Rock, CO 80109
County Approved Designated Representative: (Format: First & Last Name,

Telephone, Email Address) \*

Kim Browning, 303-660-7534, kbrowning@dcsheriff.net

#### SECTION II. BSAR VOLUNTEER MEMBER INFORMATION/DATA

Enter the total number of active BSAR volunteer team members in your county in calendar year 2024 (Numeric Only) \*

Enter the total number of <u>emergency incident response</u> volunteer team member hours recorded in calendar year 2024 (Numeric Only). \*

4,087

Total number of volunteer <u>training</u> hours recorded in calendar year 2024 (numeric only).

7,284

What tool do you use to track team member volunteer hours for emergency incident response? \*

Google or Spreadsheet

D4H

WebEOC

Salamander

Please provide the total amount of money received in donations during the 2024 calendar year by all BSAR nonprofit organizations in your county. \*

\$452,151 due to special fundraising to replace a command post and rescue truck. Typical is ~\$48K annually.

**Year-End Distribution** - Briefly describe the needs assessment process used to identify the priority of planned purchases.

\*

The team conducts a risk and needs assessment discussion with all committee chairpersons. We give priority to items that are at the end of their service life and in need of replacement, safer technology available, and identified response capability gaps. The Board of Directors then reviews the items requested and ranks them in order of priority. Purchases are authorized as funds become available.

Enter the total amount of funding you are seeking from the SFY2025 Year-End Distribution (\$). \*

\$55,543.00

Briefly describe accessibility to stress injury awareness and mitigation services available to volunteer BSAR members in your County. What is your plan to ensure every volunteer has access to mental health support before and after a traumatic event? \*

The Sheriff's Office has a contract with Code-4 Counseling (https://www.code4counseling.com/), located in our county, and DCSAR is able to receive a reduced fee structure due to the Sheriff's Office Contract. DCSAR makes the services available to all team members free of charge but at team expense. The team budgets each year for members to receive counseling. The team also has five trained peer counselors that are available 24/7 and typically one is on scene at most missions to participate in after action discussions and for our members to use, publicly or privately. Typically, a peer counselor will recommend a member to Code-4 Counseling when needed. The DCSAR Board of Directors, including the Treasurer, approve

the session bills but are never made aware of the member's name that needs external counseling to ensure member privacy.

## SECTION IV. APPLICANT AFFIRMATION/AGREEMENT WITH TERMS AND CONDITIONS

Affirmation of Eligible Purchases\*

BSAR funds can ONLY be used for eligible backcountry search and rescue expenses identified in the NOFO documents with respect to the type of funding source. Recipient counties spending funds outside of the eligibility guidelines and/or programmatic intent understand that any such funds will not be reimbursed or, if provided in an advance payment, must be returned to Colorado Parks and Wildlife within 30 days of identification of improper fund use.

I have read and agree to comply with the above statement.

2. Affirmation of Reporting for Year-End Distribution Funds.

Recipient counties must provide CPW with itemized receipts and proof-of-payment for each item purchased using these funds. Year-end Distribution backup documentation must be accompanied by the expense tracking form to show how award funds were spent.

If the expense documentation is not received by the August 30;

**Funds** must be returned to Colorado Parks and Wildlife, and

The recipient may not be eligible to receive funding in the following award cycle.



I have read and agree to comply with the above statement.

Create your own Google Form

Does this form look suspicious? Report

#### President president@dcsarco.org>

To: Sonia Ormsbee <ssteranko@dcsheriff.net>, Kim Browning <kbrowning@dcsheriff.net>

Fri, Jun 27, 2025 at 3:21 PM

Here is what was submitted for DCSAR.

#### Dave

[Quoted text hidden]

#### 3 attachments



DOUGLAS\_EIL\_YE2025.xlsx





DOUGLAS\_PP\_YE2025.xlsx





sign in sheet DCSAR 4Q 2024.pdf

430K

President president@dcsarco.org>

To: Keith Gray <vicepresident@dcsarco.org>

Fyi, So you can see what goes into this.

Dave

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Fri, Jun 27, 2025 at 3:22 PM

[Quoted text hidden]

[Quoted text hidden]

The Sheriff's Office has a contract with Code-4 Counseling ( https://www.code4counseling. com/), located in our county, and DCSAR is able to receive a reduced fee structure due to the Sheriff's Office Contract. DCSAR makes the services available to all team members free of charge but at team expense. The team budgets each year for members to receive counseling. The team also has five trained peer counselors that are available 24/7 and typically one is on

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If the expense documentation is not received by the August 30;

6/27/25, 3:23 PM Douglas County Search and Rescue Team Mail - Colorado Parks and Wildlife - Backcountry Search and Rescue Universal Applicati...

> **Funds** must be returned to Colorado Parks and Wildlife, and

The recipient may not be eligible to receive funding in the following award cycle.



I have read and agree to comply with the above statement.

[Quoted text hidden]

#### 3 attachments



DOUGLAS\_EIL\_YE2025.xlsx





DOUGLAS\_PP\_YE2025.xlsx





sign in sheet\_DCSAR\_4Q\_2024.pdf

430K

October 10, 2025

Sheriff Darren Weekly Douglas County 4000 Justice Way Castle Rock, CO 80109

RE: BSAR YE Distribution-# BSAR-YE-25-011 - Douglas County 2025 Search and Rescue Year-End Distribution - Program and Next Steps

Dear Sheriff Weekly:

Colorado Parks and Wildlife (CPW) has reviewed your application for the Backcountry Search and Rescue Year-End distribution. Your application, submitted through Google Forms, and this notification serve as your contract with the state. By opting into this grant program, you are eligible to receive a distribution in the amount of \$11,076.60 for the purchase of backcountry search and rescue related equipment and training. Funds must be expended and all purchased items must be received and reported to CPW by August 31, 2026.

This distribution notification and your application serve as your unilateral agreement. No additional contracts or grant agreements are required.

By submitting your application, you have agreed to the following:

- Distributed funds will only be spent on costs for reasonable and necessary search and rescue related equipment and training. Equipment and training that can be acquired at no cost or from another funding source are not considered eligible purchases.
- Purchases must be made after the award letter is received and prior to August 31, 2026. Funds spent outside of the statutory intent of this program must be returned to Colorado Parks and Wildlife. Recipient Counties agree to return funds within 30 days of the identification of improper fund use.
  - Eligible equipment may include, but is not limited to, computerized mapping programs, GPS units, snowmobiles, ATVs, water rescue boats and equipment, high angle rescue equipment, communications equipment, team owned and issued safety related clothing and equipment, and smaller items such as climbing ropes and accessories.
  - Eligible training may include, but is not limited to, professionals organizations providing education in high angle rescue, avalanche rescue, basic medical, navigation, search management, water rescue, dog handling, vehicle control (ATV/Snowmobile/UAV). Medical training is limited to the level minimally necessary for rescue activities. Food and lodging for eligible trainings outside of the grantee's county are eligible expenses and cannot exceed per diem rates allowed by the State of Colorado.
  - Non-eligible equipment includes, but are not limited to, the following: building construction or acquisition, vehicles designed primarily for highways such as rescue trucks or four-wheel-drive vehicles, auto accessories, training or equipment for criminal/forensic investigation, and rescuer personal items. Items purchased for outreach or fundraising purposes are also not eligible.



- Recipient counties must provide CPW with an itemized report specifying how funds were spent. This report must include a copy of the original invoices and proof-of-payment documentation (cancelled check, credit card receipt or bank statement).
- CPW reserves the right to initiate detailed monitoring of any recipient county at its sole discretion. All expenditures will be reviewed for eligibility.
- All funds are made payable to the County or County Sheriff. The County is accountable for all funds and is responsible for providing all documentation of expenditures to the CPW Program Manager on or before August 31, 2026.

### Next Steps:

- After reviewing this letter, reply to perry.a.boydstun@state.co.us with your agreement to accept funds.
- Once your agreement has been received, a payment will be authorized and sent to your county.

If you have questions, please contact me at (303) 864-7748.

Sincerely,

Perry Boydstun BSAR Program Manager

P. Bylts

cc: Kim Browning



www.douglas.co.us

**MEETING DATE:** October 28, 2025

**STAFF PERSON** 

**RESPONSIBLE:** Jim Brown, Chief Technology Officer

**DESCRIPTION:** Cognizant Annual Renewal of the ServiceNow Application Support in the

Amount of \$243,360.00.

**SUMMARY:** Contract with Cognizant to renew managed services for the ServiceNow

application. IT Support uses it for the County's technological needs. The total

cost is \$243,360.00, budgeted from the Maintenance Fund, 18900.

RECOMMENDED

**ACTION:** Cognizant Annual Renewal of the ServiceNow Application Support in the

Amount of \$243,360.

#### **REVIEW:**

John Huber	Approve	10/13/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025
Suzi Woodruff - FYI	Notified - FYI	10/21/2025

#### **ATTACHMENTS:**

Cover Page

Cognizant SOW SNOW 2026 243,360 DRAFT Cognizant SNOW 2025 243,360 Final-2 10.20.25

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Jim Brown, Chief Technology Officer

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cost is \$243,360.00, budgeted from the Maintenance Fund, 18900.

RECOMMENDED

ACTION: Cognizant Annual Renewal of the ServiceNow Application Support in the

Amount of \$243,360.

#### **REVIEW:**

John HuberApprove10/13/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

#### ATTACHMENTS:

Cognizant SOW SNOW 2026 243,360 DRAFT Cognizant SNOW 2025 243,360 Final-2 10.20.25



#### **Statement of Work for**

### **ServiceNow Managed Services**

by and between

**Cognizant Worldwide Limited ("Cognizant")** 

and

**Douglas County ("Client")** 

effective as of

September 1, 2025 (the "Effective Date")

This Statement of Work including its Schedules and Annexes ("SOW") is entered into as of
[September 1, 2025] (the "Effective Date") by and between Cognizant Worldwide
Limited ("Cognizant") and [Client Douglas County Government] ("Client")
pursuant to that certain Master Services Agreement by and between Cognizant and
Client dated as of [_September 1, 2025] as amended from time to time (the
"MSA"). Capitalized terms used herein and not defined shall have the meanings
assigned to such terms set forth in the Agreement.

Cognizant Technology Solutions U.S. Corporation ("CTS US") shall execute this SOW solely for purposes of acknowledging that CTS US may provide local services and deliverables within the United States of America to Client on behalf and at the direction of Cognizant Worldwide Limited ("CWW") under this SOW.

### **Acknowledged and Accepted**

Cognizant
Authorized Signature
Printed Name
Title
Date



Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1 of the Agreement:

## COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Authorized Signature
· ·
Printed Name
Title
Date
Daic

#### **CLIENT CONTACT:**

Jim Brown-CTO-jabrown@douglas.co.us

#### **COGNIZANT CONTACT:**

Nick Delcourt - Client Executive - Nick.Delcourt@cognizant.com

Walt Hadermann – Engagement Delivery Lead – <u>walt.hadermann@cognizant.com</u> - (703)850-9033

Tony Fugere – Thrive Director – tony.fugere@cognizant.com – +1 (303) 918-3598

## 1.1. Client Billing Information

	CLIENT INFORMATION	
Name:	Douglas County Government	
Address:	100 Third St #350	
Address:		
City, State Zip:	Castle Rock, CO 80104	
Country:	USA	
Billing Contact:	Jim Brown	
Billing Contact Email:	jabrown@douglas.co.us	
General Billing Email:	itbusinessservices@douglas.co.us	
Third Party AP System:	_X NOYES, indicate provider	
PO Issued:	NO _XYE\$	

## 2. Scope

The Thrive offering provides ServiceNow resource capacity and platform expertise to assist Client in the development and support of their ServiceNow initiatives.



## 2.1. Core Thrive Offerings

Thrive provides Client the ability to utilize any of the following Core Service Offerings based on the full-time equivalent ("FTE") capacity, where 1 FTE is 1,992 hours per year (see Assumptions section for full description), and roles of the team defined in Section 3.1. These services are intended to act as guidelines for the program.

Cognizant will work with the Client to determine which offerings are required to deliver the expected program work streams with the appropriate team assignments necessary. Cognizant can make modifications to this in conjunction with Client to develop a mutually agreed upon operating model. The operating model is broken down into the following service competencies to conduct platform management activities:

#### **Innovate**

- Establish a ServiceNow Center of Excellence & Innovation
- Platform best practice & governance alignment
- Platform usage & process integration
- Program Management, planning & prioritization
- Organization change management

#### Transform

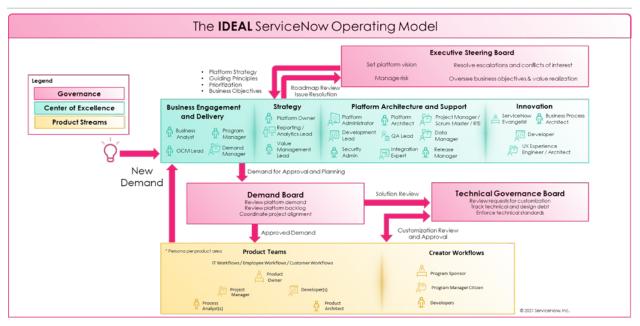
- Demand intake
- Architecture planning & research
- Platform enhancement requests
- Program management
- Roadmap management
- Resource forecasting & management
- Major release upgrades

#### Operate

- DevOps Continuous Integration & Deployment
- Full Platform health and integration monitoring
- Break/fix support
- Maintenance during established windows

These competencies and their high-level activities are provided through the operating model illustrated and described below.





Client and Cognizant will establish a roles and responsibilities ("RACI") matrix to define how each party performs related activities in the operating model. The main processes of focus are:

- <u>Intake Queue:</u> Cognizant will manage all ServiceNow related enhancement requests, maintenance needs, incident triage & resolution, and service requests. Cognizant will establish and execute upon pre-approved work task types and known "must-do" tasks that are entered and redirect all other items to the Technology Governance team for review, approval, and prioritization.
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- Continuous Integration & Delivery: Cognizant will conduct the ServiceNow application configuration development, functional and systems integration testing, and production deployment activities necessary to delivery approved and appropriate intake queue work tasks. Client will participate in user acceptance testing, sprint planning, sprint retrospectives, and other key activities necessary to support the completion of these work tasks.

## 2.2. Program Tracking

Program tracking will be performed in Cognizant's client program management system. Cognizant will track activities within Client systems as mutually agreed upon to have



aspects reflected in their environment.

#### 2.3. Governance of Service

An Engagement Manager (EM) will be assigned as the Point of Contact to ensure success in subscription usage:

- Questions and guidance related to the program
- General coordination of work prioritization
- Regular governance. steering committee, and quarterly business review meetings to review service usage and program forecast

## 2.4. ServiceNow Applications In-Scope

Cognizant will staff the team to focus on these ServiceNow Applications.

- Platform Health and Configurations
- Incident Management
- Change Management
- Asset Management
- Application Portfolio Management
- Strategic Portfolio Management
- Customer Service Management
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Anything not specifically identified will be deemed out of scope. These can change throughout the program with appropriate planning and with an appropriate change order.

#### 2.5. Work Stream Definitions

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## 3. Roles & Allocation

## 3.1. Cognizant Roles

Cognizant provides the following roles in its Thrive offering to fulfill program management from the Core Service Offering activities listed Section 2.1:

Capacity	Location	Role	Activities
50%	Global Delivery	Senior Technical Consultant (STC)	<ul> <li>Advanced Application Development / Platform Configuration for ServiceNow</li> <li>Shepherds TCs helping with implementation questions and approach.</li> <li>Platform technical guidance to End-Client that includes:         <ul> <li>ServiceNow related technical question/answers</li> <li>Remote working sessions</li> <li>Question and Answer of platform functionality / How Tos</li> </ul> </li> </ul>
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## **cognizant**

Capacity	Location	Role	Activities
			<ul> <li>Execution of Test Cases (Manual or Automated Test Framework)</li> </ul>
25%	Global Delivery	Engagement Manager (EM)	<ul> <li>Assist with any of their Project Management tasks</li> <li>Assist with any coordination, communications, and status updates</li> <li>Assist with any Sprint coordination tasks</li> </ul>

## 3.2. Allocation of Monthly Capacity

The Thrive utilizes an approach where each month of service Client receives an allotment of capacity where 1 FTE is 1,992 hours per year or an average of 166 hours per month (see Assumptions for full details). The capacity is allocated against tasks, bodies of work, or project assignments Cognizant mutually plans with Client. Cognizant will provide flexibility in the allocation of roles in Section 3.1 based on planned activities and trends of unplanned activities to deliver agreed upon goals and objectives of the program.

## 4. Client Responsibility

For best results, the equivalent of the following Client roles should be available when needed to complete a request:

Role	Description
Program Manager	Responsible for ownership of the program that is co-managed with the Cognizant team. Individual will participate in governance meetings. Ownership and coordination with any Client teams assigned. Escalation Point of Contact for any questions the Cognizant Team may have.

- Client will conduct activities in support of the program in a timely manner (e.g., conducting activities in support of operational runbooks, participating in working sessions, client reviews of requirements, user-acceptance testing, etc.)
- Client will provide sign-off on the operating model and present feedback necessary to make program adjustments in a timely manner.
- Client will provide timely access to necessary systems for Cognizant to conduct their assigned activities.
- Client will provide remote access via VPN for work off-site, if needed.
- Client is responsible for ensuring the performance of any Client resources it supplies that work in the ServiceNow environment that may affect this service. If the Cognizant team determines that any of these resources are impacting Cognizant's ability to provide this service, or is putting it or your platform at risk, Client Program Manager will be notified immediately to assist with risk mediation.
- Program and project management capabilities will be provided to assist in the delivery of mutually agreed upon work streams during the performance of this



contract. Client will provide overall program and project oversight of these work streams, including managing work stream deviations, and budget.

## 5. Assumptions

Deviations from the following assumptions may lead to service level impacts and fees; such changes will be set forth in a Project Change Order (CO) in accordance with the procedure outlined below.

- Team assignments, processes, and procedures may change to deliver services as work type baselines, skills, roles, and responsibilities evolve as mutually planned and agreed upon between Cognizant and Client.
- Reasonable accommodations will be made to backfill or swap role assignments to handle unplanned and planned times of leave.
- Effort of a demand will dictate as to whether this program will execute upon the work to deliver that demand or stand up a separate project.
- The work performed under this SOW will be performed off-site.
- All roles will be delivered from Cognizant Global Delivery Team which shall include CTS US.
- Capacity is defined based on a 1,992-hour calendar year where 1 FTE can provide 1,992 hours of services per year (166 hours per month). Cognizant team members are allotted paid time-off and company holidays specific to the country in which they work. Time off is factored into the 1,992 hours per year capacity supplied in this service.
- Cognizant Resources for this service will be available and working during Business Hours, defined as Monday through Friday 8am - 5pm based on the core delivery team's primary time zone and excludes local public holidays. All other times are deemed to be "After-Hours" work (See Section 8.6).

## 6. Change Orders

Any requests for services outside of this SOW or changes to services, capacity, terms, or efforts of any other items included in this SOW will be set forth in a Change Order ("CO") executed by both parties. Client and Cognizant will agree upon changes prior to execution of additional services or costs outside of this SOW. The Appendix explains the Change Order process in more detail.

## 7. Reporting Deliverables

The following reporting and data will be made available to Client thirty (30) days after the completion of service introduction or a mutually agreed upon timeframe:

- Program status reports
  - Overall summary and progress review
  - Next week plans



- Action item review
- o Issue, dependency, and risk management
- o Timeline and schedule
- Resource management
- Budget and cost tracking
- Key Decisions
- Monthly capacity utilization
  - o Resource allocation & forecasting
  - Program assignments
  - o Workload distribution & prioritization
  - Capacity planning
  - Performance metrics
  - Training & development review & planning
  - o Recommendations & action plans
- Quarterly business reviews (scheduled after the first full quarter of service)
  - Overall summary and progress review
  - Objective and goal review
  - Performance metrics
  - Client feedback & satisfaction
  - o Risk & issue management
  - o Workload distribution & prioritization
  - o Team layout review: capacity, usage, and sizing
  - Future roadmap
  - o Recommendations & action plans
  - Open discussion

The content of these reports may vary depending on the specifics of the program and the preferences of the Client. Cognizant will tailor the reports to address the specific information needs of the team and key stakeholders.



### 8. Term of Services

## 8.1. Project Length

This SOW is valid from the Effective date till [\_August 31, 2026\_\_\_] ("SOW Term") ending on the last day of the last full contract month. After the conclusion of the SOW Term, a new SOW will be required to extend service unless the current SOW is extended vide a CO.

## 8.2. Increasing or Reducing Capacity

Client will have the ability to increase the capacity at any time with Sixty (60) days (or such term mutually agreed between the parties) prior written notice. Client will have the ability to decrease their current capacity at any time with thirty (30) days prior written notice. An executed Project Change Request is required for such increases or decreases to become effective.

#### 8.3. Termination for Convenience

Client may terminate this SOW for convenience as per clause 12.2 of the MSA.

## 8.4. Maximum Contract Expenditure:

Notwithstanding any other provision of under the MSA or this SOW and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated annually for this SOW are [\_\_\_\_\_\_](the "Maximum Contract Expenditure"). In no event shall the Client be liable for payment under the SOW for any amount in excess of the Maximum Contract Expenditure annually. Cognizant will have no obligation to perform any Services under this Agreement when the value of Services rendered hereunder reaches the Maximum Expenditure Amount unless the Parties execute an appropriate schedule or change order approving further engagement hereunder. The Client is not under obligation to make any future apportionment or allocation to the SOW. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

## 8.5. Expenses

All Services will be delivered remotely. However, for any mutually agreed-upon onsite work, any out-of-pocket expenses, related to travel, as requested, and approved by Client, will be billed as actual.

#### 8.6. After Hours



Cognizant can provide after-hours support for planned activities that must be conducted during Client specified maintenance windows (e.g., deployment, upgrades, or other maintenance). Client Program Manager and Cognizant Engagement Manager, Client Executive or Client Principal will develop a mutually agreed upon plan to support such activities. Unplanned support provided after hours is not included in this service.

### 9. Service Fees

All services will be delivered on fixed, monthly fee basis as depicted below

Capacity	Term	Monthly Fee	Total Fees
1.25 FTE	12 Months	\$20,280.00	\$243,360.00

## 10. Invoicing

#### 10.1. Terms

The term of this Statement of Work starts 9/1/2025 and ends 8/31/2026

The pricing for the services is based on the capacity defined in Section 9.

Cognizant will submit invoices monthly, at the beginning of each month of service, for the current month of service, at the amount defined in Section 9.

Where Cognizant is requested to commence before the first day of the month, an interim invoice will be issued prorated to the fees listed in Section 9.

NOTE: In the event the project start is delayed in the first month of service, a prorated invoice will be submitted by Cognizant at the end of Month 1.

The Client may dispute an invoice if it reasonably believes that an invoice is inaccurate by promptly notifying Cognizant in writing, clearly identifying the amount in dispute and providing reasonable detail as to the basis for the challenge and providing all available evidence to support that belief.

The Parties will work together in good faith to resolve any disputes relating to invoicing, in accordance with the Dispute Resolution procedures set out in the MSA.

Payments terms: Net 30

Currency: USD



## 10.2. Accounts Receivable Information.

<u>TeamReceivable@cognizant.com</u>



## **Appendix**

#### Section A: Change Order Request Procedure

A Change Order ("CO") will be the vehicle for communicating changes to the SOW. The CO must describe the change, the rationale for the change and the effect the change will have on the program. The CO Form is at the end of this document.

Both Cognizant and the Client Program Manager will review the proposed change and approve or reject it for further investigation. If the investigation is authorized, Cognizant and Client will sign the CO which will constitute approval for the additional charges. The investigation will determine the effect that the implementation of the CO will have on price, schedule and other terms and Conditions of this SOW.

### Section B: Third Party Issues

Client will manage all ServiceNow product defects directly with vendor ServiceNow. Cognizant is not responsible for resolving defects identified as those belonging to the commercial off the shelf ("COTS") application. Should there be occasions wherein a defect or issue with a third-party product affects the outcome of this program, Cognizant will use the following process to assist Client with coordination of its resolution.

- Notify ServiceNow via the appropriate ticketing vehicle using Client's support ID.
   Include Client's ServiceNow administrator in ticket details to expedite transfer of item should it become necessary.
- Communicate issue to Client with ticket details, recommended next steps and any existing workarounds.
- If needed, Document issue and any required steps with a Change Order (CO).

#### **Section C: Escalation Process**

The timely resolution of issues is critical to maintaining program control and Client's satisfaction. The purpose of the escalation process is to help ensure that issues are identified and resolved quickly. The escalation process provides a mechanism to alert the Cognizant Engagement Manager (EM), Client Program Manager and other management personnel to issues not being resolved. Throughout the program lifecycle, Cognizant or Client may escalate a program issue as follows:

- 1. Raise the issue initially to the Cognizant Engagement Manager (EM) assigned to your account.
- 2. If not resolved at this level, the issue should be escalated to the Engagement Delivery Lead (EDL).

Walt Hadermann

Email: walter.hadermann@cognizant.com

Phone: +1 (703) 850-9033



Change Order Form Sample

## Change Order Number: #\_

This Change Order is governed by the terms and conditions of the Master Services Agreement between Cognizant ("Cognizant") and [CLIENT] ("Client") dated MMDDYYYY and modifies the [PROJECT NAME] Statement of Work ("SOW") executed between the parties, effective MMDDYYYY. This Change Order is effective as of the date of the last signature below.

## Description of the Change in Services:

< insert summary of change>

## Change in Cost to the Project:

Capacity Change	New Monthly Fee
X FTE	\$XX,000.00

Estimated Start Date:				
Estimated End Date:				
Tl-:1	and the second second second second second second			
inis ci	nange request will be funded by:			
	A New Purchase Order			
	A Modification of Purchase Order No			
	Direct Bill to Client			
	No Cost to Client (\$0 Change)			

All other terms, conditions and technical requirements contained in the SOW executed SOW EXECUTION DATE remain in full force and effect.

Client	Cognizant Worldwide Limited	
SAMPLE DO NOT SIGN	SAMPLE DO NOT SIGN	
Authorized Signature	Authorized Signature	
Printed Name	Printed Name	
Title	Title	
Date	 Date	

#### Statement of Work for

#### **ServiceNow Managed Services**

by and between

Cognizant Worldwide Limited ("Cognizant")

and

**Douglas County ("Client")** 

effective as of

September 1, 2025 (the "Effective Date")

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CLIENT INFORMATION			
Name:	Douglas County Government		
Address:	100 Third St #350		
City, State Zip:	Castle Rock, CO 80104		
Country:	USA		
Billing Contact:	Jim Brown		
Billing Contact Email:	jabrown@douglas.co.us		
General Billing Email:	itbusinessservices@douglas.co.us		
Third Party AP System:	_XNOYES, indicate provider		
PO Issued:	NO _XYES		

## 2. Scope

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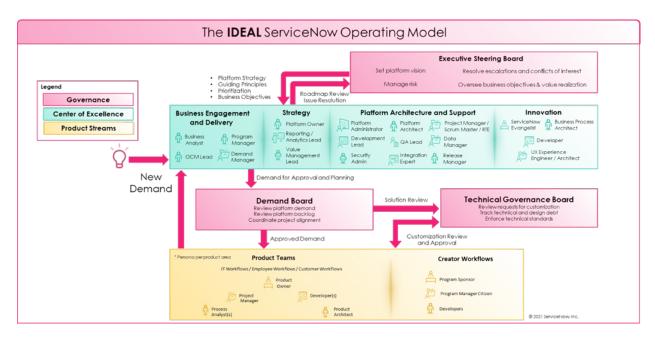
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Program Manager	Responsible for ownership of the program that is co-managed with the Cognizant team. Individual will participate in governance meetings. Ownership and coordination with any Client teams assigned. Escalation Point of Contact for any questions the Cognizant Team may have.

- Client will conduct activities in support of the program in a timely manner (e.g., conducting activities in support of operational runbooks, participating in working sessions, client reviews of requirements, user-acceptance testing, etc.)
- Client will provide sign-off on the operating model and present feedback necessary to make program adjustments in a timely manner.
- Client will provide timely access to necessary systems for Cognizant to conduct their assigned activities.

- Client will provide remote access via VPN for work off-site, if needed.
- Client is responsible for ensuring the performance of any Client resources it supplies that work in the ServiceNow environment that may affect this service. If the Cognizant team determines that any of these resources are impacting Cognizant's ability to provide this service, or is putting it or your platform at risk, Client Program Manager will be notified immediately to assist with risk mediation.
- Program and project management capabilities will be provided to assist in the
  delivery of mutually agreed upon work streams during the performance of this
  contract. Client will provide overall program and project oversight of these work
  streams, including managing work stream deviations, and budget.

Cognizant's performance of obligations under this SOW are conditioned upon and subject to the assumptions set forth below being true and the client responsibilities set forth above being timely satisfied.

## 5. Assumptions

Deviations from the following assumptions may lead to service level impacts and fees; such changes will be set forth in a Project Change Order (CO) in accordance with the procedure outlined below.

- Team assignments, processes, and procedures may change to deliver services as work type baselines, skills, roles, and responsibilities evolve as mutually planned and agreed upon between Cognizant and Client.
- Reasonable accommodations will be made to backfill or swap role assignments to handle unplanned and planned times of leave.
- Effort of a demand will dictate as to whether this program will execute upon the work to deliver that demand or stand up a separate project.
- The work performed under this SOW will be performed off-site.
- All roles will be delivered from Cognizant Global Delivery Team which shall include CTS US.
- Capacity is defined based on a 1,992-hour calendar year where 1 FTE can provide 1,992 hours of services per year (166 hours per month). Cognizant team members are allotted paid time-off and company holidays specific to the country in which they work. Time off is factored into the 1,992 hours per year capacity supplied in this service.
- Cognizant Resources for this service will be available and working during Business Hours, defined as Monday through Friday 8am - 5pm based on the core delivery team's primary time zone and excludes local public holidays. All other times are deemed to be "After-Hours" work (See Section 8.6).

## 6. Change Orders

Any requests for services outside of this SOW or changes to services, capacity, terms, or efforts of any other items included in this SOW will be set forth in a Change Order ("CO") executed by both parties. Client and Cognizant will agree upon changes prior to execution of additional services or costs outside of this SOW. The Appendix explains the Change Order process in more detail.

## 7. Reporting Deliverables

The following reporting and data will be made available to Client thirty (30) days after the completion of service introduction or a mutually agreed upon timeframe:

- Program status reports
  - o Overall summary and progress review
  - Next week plans
  - Action item review
  - o Issue, dependency, and risk management
  - o Timeline and schedule
  - Resource management
  - Budget and cost tracking
  - Key Decisions
- Monthly capacity utilization
  - Resource allocation & forecasting
  - o Program assignments
  - Workload distribution & prioritization
  - Capacity planning
  - Performance metrics
  - o Training & development review & planning
  - o Recommendations & action plans
- Quarterly business reviews (scheduled after the first full quarter of service)
  - Overall summary and progress review
  - Objective and goal review
  - Performance metrics
  - o Client feedback & satisfaction
  - o Risk & issue management
  - o Workload distribution & prioritization
  - o Team layout review: capacity, usage, and sizing
  - Future roadmap
  - o Recommendations & action plans
  - Open discussion

The content of these reports may vary depending on the specifics of the program and the preferences of the Client. Cognizant will tailor the reports to address the specific information needs of the team and key stakeholders.

8. Term of Services

## 8.1. Project Length

This SOW is valid from the Effective date till August 31, 2026 ("SOW Term") ending on the last day of the last full contract month. After the conclusion of the SOW Term, a new SOW will be required to extend service unless the current SOW is extended through a a CO.

### 8.2. Increasing or Reducing Capacity

Client will have the ability to increase the capacity at any time with sixty (60) days (or such term mutually agreed between the parties) prior written notice. Client will have the ability to decrease their current capacity at any time with thirty (30) days prior written notice. An executed Project Change Request is required for such increases or decreases to become effective.

#### 8.3. Termination for Convenience

Client may terminate this SOW for convenience as per clause 12.2 of the MSA.

## 8.4. Maximum Contract Expenditure:

Notwithstanding any other provision of under the MSA or this SOW and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated annually for this SOW are \$243,360 (Two Hundred Forty-Three Thousand Three Hundred Sixty Dollars) (the "Maximum Contract Expenditure"). In no event shall the Client be liable for payment under the SOW for any amount in excess of the Maximum Contract Expenditure annually. Cognizant will have no obligation to perform any Services under this Agreement when the value of Services rendered hereunder reaches the Maximum Expenditure Amount unless the Parties execute an appropriate schedule or change order approving further engagement hereunder. The Client is not under obligation to make any future apportionment or allocation to the SOW. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

### 8.5. Expenses

All Services will be delivered remotely. However, for any mutually agreed-upon onsite work, any out-of-pocket expenses, related to travel, as requested, and approved by Client, will be billed as actual.

#### 8.6. After Hours

Cognizant can provide after-hours support for planned activities that must be conducted during Client specified maintenance windows (e.g., deployment, upgrades, or other

maintenance). Client Program Manager and Cognizant Engagement Manager, Client Executive or Client Principal will develop a mutually agreed upon plan to support such activities. Unplanned support provided after hours is not included in this service.

### 9. Service Fees

All services will be delivered on fixed, monthly fee basis as depicted below

Capacity	Term	Monthly Fee	Total Fees
1.25 FTE	12 Months	\$20,280.00	\$243,360.00

## 10. Invoicing

#### 10.1. Terms

The term of this Statement of Work starts September 1, 2025, and ends August 31, 2026.

The pricing for the services is based on the capacity defined in Section 9.

Cognizant will submit invoices monthly, at the beginning of each month of service, for the current month of service, at the amount defined in Section 9.

Where Cognizant is requested to commence before the first day of the month, an interim invoice will be issued prorated to the fees listed in Section 9.

NOTE: In the event the project start is delayed in the first month of service, a prorated invoice will be submitted by Cognizant at the end of Month 1.

The Client may dispute an invoice if it reasonably believes that an invoice is inaccurate by promptly notifying Cognizant in writing, clearly identifying the amount in dispute and providing reasonable detail as to the basis for the challenge and providing all available evidence to support that belief.

The Parties will work together in good faith to resolve any disputes relating to invoicing, in accordance with the Dispute Resolution procedures set out in the MSA.

Payments terms: Net 30

Currency: USD

#### 10.2. Accounts Receivable Information.

TeamReceivable@cognizant.com

## **Appendix**

#### Section A: Change Order Request Procedure

A Change Order ("CO") will be the vehicle for communicating changes to the SOW. The CO must describe the change, the rationale for the change and the effect the change will have on the program. The CO Form is at the end of this document.

Both Cognizant and the Client Program Manager will review the proposed change and approve or reject it for further investigation. If the investigation is authorized, Cognizant and Client will sign the CO which will constitute approval for the additional charges. The investigation will determine the effect that the implementation of the CO will have on price, schedule and other terms and Conditions of this SOW.

## Section B: Third Party Issues

Client will manage all ServiceNow product defects directly with vendor ServiceNow. Cognizant is not responsible for resolving defects identified as those belonging to the commercial off the shelf ("COTS") application. Should there be occasions wherein a defect or issue with a third-party product affects the outcome of this program, Cognizant will use the following process to assist Client with coordination of its resolution.

- Notify ServiceNow via the appropriate ticketing vehicle using Client's support ID.
   Include Client's ServiceNow administrator in ticket details to expedite transfer of item should it become necessary.
- Communicate issue to Client with ticket details, recommended next steps and any existing workarounds.
- If needed, Document issue and any required steps with a Change Order (CO).

#### **Section C: Escalation Process**

The timely resolution of issues is critical to maintaining program control and Client's satisfaction. The purpose of the escalation process is to help ensure that issues are identified and resolved quickly. The escalation process provides a mechanism to alert the Cognizant Engagement Manager (EM), Client Program Manager and other management personnel to issues not being resolved. Throughout the program lifecycle, Cognizant or Client may escalate a program issue as follows:

- 1. Raise the issue initially to the Cognizant Engagement Manager (EM) assigned to your account.
- 2. If not resolved at this level, the issue should be escalated to the Engagement Delivery Lead (EDL).

Walt Hadermann

Email: walter.hadermann@cognizant.com

Phone: +1 (703) 850-9033

**Change Order Form Sample** Change Order Number: #\_ This Change Order is governed by the terms and conditions of the Master Services Agreement between Cognizant ("Cognizant") and [CLIENT] ("Client") dated MMDDYYYY and modifies the [PROJECT NAME] Statement of Work ("SOW") executed between the parties, effective MMDDYYYY. This Change Order is effective as of the date of the last signature below. Description of the Change in Services: < insert summary of change> Change in Cost to the Project: **Capacity Change New Monthly Fee** X FTE \$XX,000.00 Estimated Start Date: Estimated End Date: This change request will be funded by: A New Purchase Order A Modification of Purchase Order No. Direct Bill to Client No Cost to Client (\$0 Change) All other terms, conditions and technical requirements contained in the SOW executed SOW EXECUTION DATE remain in full force and effect.

Client	Cognizant Worldwide Limited	
SAMPLE DO NOT SIGN	SAMPLE DO NOT SIGN	
Authorized Signature	Authorized Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

**DESCRIPTION:** Intergovernmental Agreement Between Douglas County and Elbert County for

the Period up to July 1, 2030.

**SUMMARY:** This IGA is an agreement between Douglas County Public Works Operations

and County of Elbert, commencing on the date of this agreement and shall

continue in full force and effect up to and including July 1, 2030.

A. Douglas County shall maintain Delbert Road (also known as DC # 103) from the north county line of Douglas County and Elbert County, south to (and including) the intersection with East Parker Road (also known as DC # 8). See Section 1A on Exhibit.

- B. Elbert County shall maintain Delbert Road from the intersection with East Parker Road, south to (and including) the intersection with Singing Hills Road (also known as DC # 24 and EC # 166). See Section 1B on Exhibit A.
- C. Douglas County shall preform Snow Removal Only, on Delbert Road from the intersection with Singing Hills Road, south through an Elbert Country subdivision located in the NW ¼ & the SW ¼ of Section 15, to and including the intersection with Hilltop Road in Elbert County, (EC158). Then west along and including Hilltop Road to the Douglas/Elbert County line where Hilltop Road becomes DC 71 in Douglas County.
- D. Douglas County shall maintain Delbert Road from Hilltop Road (DC#71)/EC #158 south about 1/2 mile to where it curves west and turns into Daley Circle in Douglas County. See Section 2 on Exhibit A.
- E. Elbert County shall maintain Stagecoach Trail from Bearcreek Drive in DC/Stagecoach Trail in EC, running south to Ponderosa Lane in DC & EC. See Section 3 on Exhibit A.

F. Douglas County shall maintain Delbert Road from Grant Ave. (DC#30/EC#146) - running north past Huckleberry. See Section 4 Exhibit A.

Douglas County, Colorado Page 1

G. Elbert County shall maintain Delbert Road from, and including, the intersection with Smith Road (also known as DC # 80 and EC # 86), south to the El Paso County line.2. In this Agreement, "maintenance" on sections 1A,1B, 2, 3, 4, & 5, includes, but is not limited to, snow removal, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping. Maintenance on Section 6 is performed by Elbert County, including, but not limited to, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping.

# RECOMMENDED ACTION:

Board of County Commissioners approves the Intergovernmental Agreement between Douglas County and Elbert County for the period up to July 1, 2030.

#### **REVIEW:**

Janet Herman	Approve	10/21/2025
Jeff Garcia	Approve	10/21/2025
Christie Guthrie	Approve	10/21/2025
Doug DeBord	Approve	10/21/2025

#### **ATTACHMENTS:**

Cover Page
Elbert County Page 1
Elbert County Page 2
Elbert County Page 3
Signed by Elbert

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

**DESCRIPTION:** Intergovernmental Agreement Between Douglas County and Elbert County for

the Period up to July 1, 2030.

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 (DC#30/EC#146) - running north past Huckleberry. See Section 4
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Douglas County, Colorado Page 1

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# RECOMMENDED ACTION:

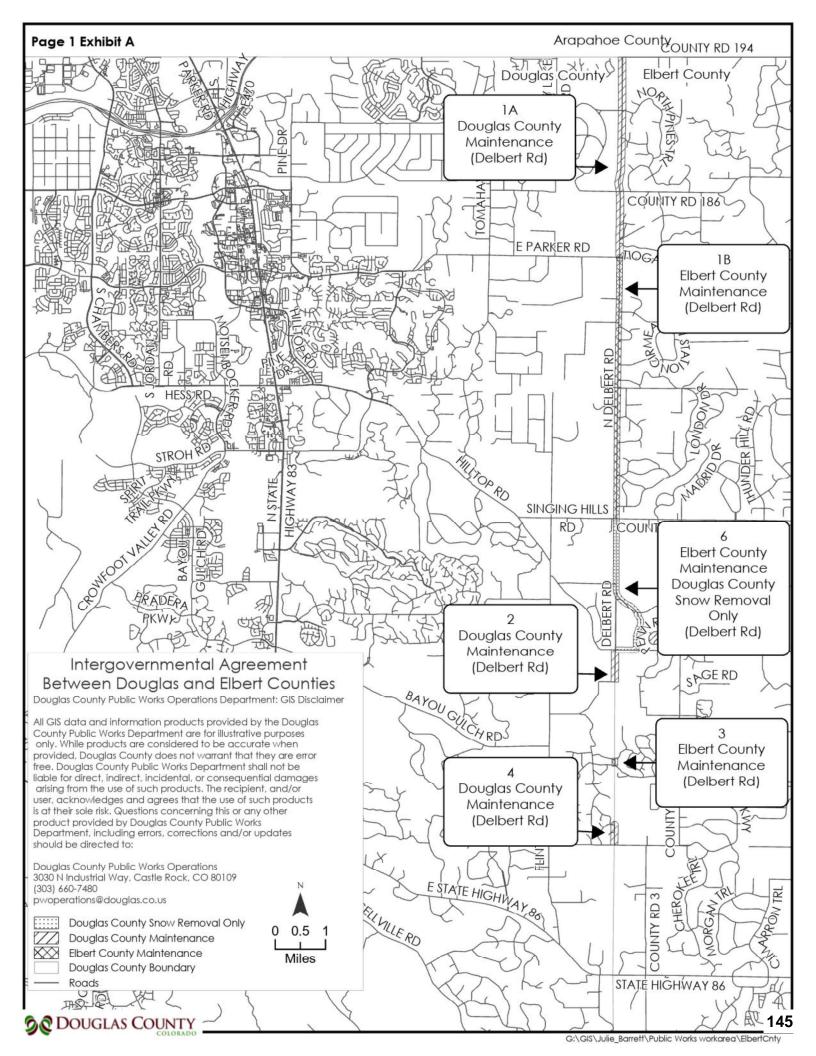
Board of County Commissioners approves the Intergovernmental Agreement between Douglas County and Elbert County for the period up to July 1, 2030.

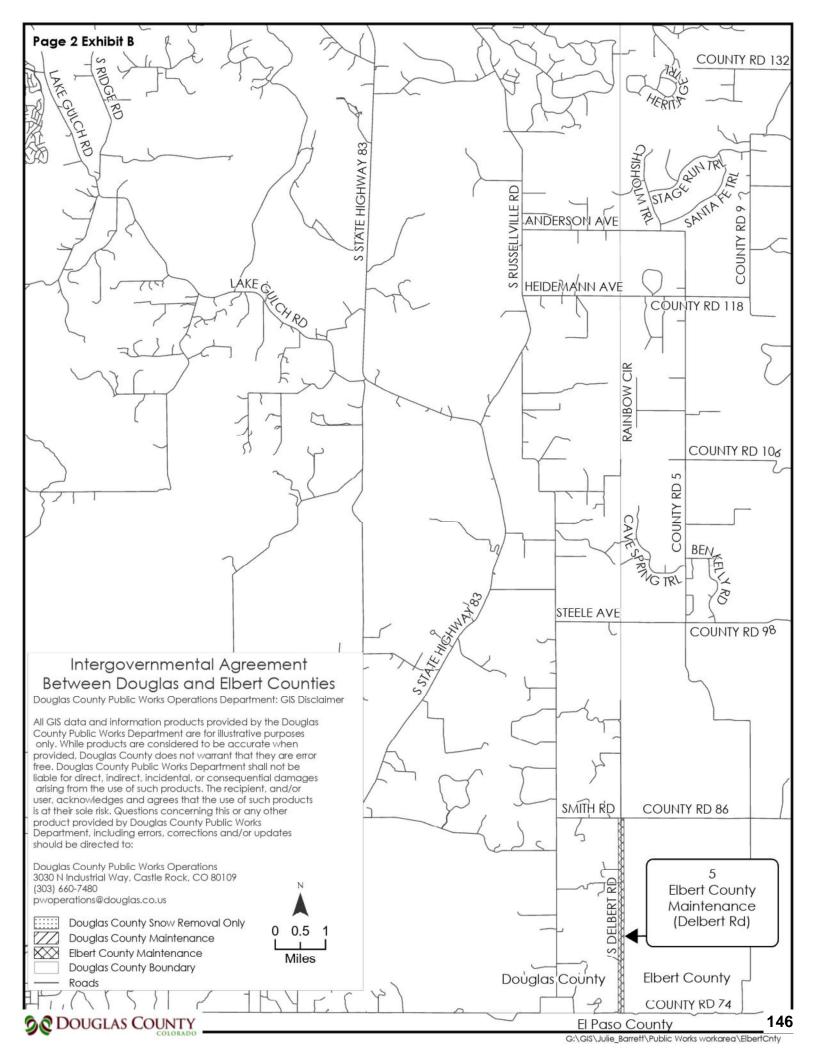
#### **REVIEW:**

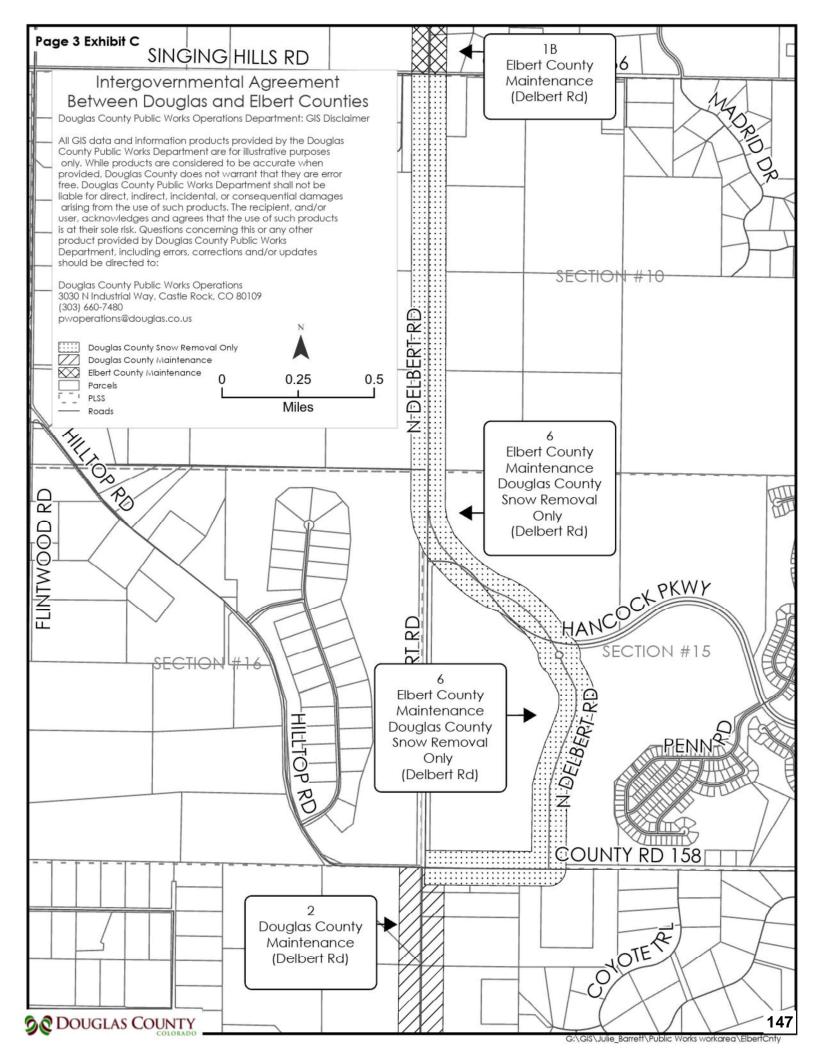
Janet Herman	Approve	10/21/2025
Jeff Garcia	Approve	10/21/2025
Christie Guthrie	Approve	10/21/2025
Doug DeBord	Approve	10/21/2025

#### **ATTACHMENTS:**

Elbert County Page 1 Elbert County Page 2 Elbert County Page 3 Signed by Elbert







#### INTERGOVERNMENTAL AGREEMENT

#### between

# THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ELBERT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of September 2025, between the Board of County Commissioners of the County of Douglas ("Douglas County") and the Board of County Commissioners of the County of Elbert ("Elbert County").

#### RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a), and C.R.S. § 29-1-202, Colorado local governments may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

**WHEREAS**, this Agreement shall apply to the public roads described in Exhibits A, B, and C hereto (the "Affected Public Roads") (Exhibit B is a map; in the case of an inconsistency between Exhibit A, B, and C, Exhibit A controls); and

WHEREAS, some of the Affected Public Roads are public roads in fee simple by deed, dedication, or plat; and some are public roads by prescriptive right-of-way; and

WHEREAS, portions of the Affected Public Roads straddle the boundary between Douglas County and Elbert County, and portions of the Affected Public Roads are located entirely in one of the two Counties; and

WHEREAS, for public safety, private driveways and public and private road access onto the Affected Public Road must have safe access and stopping sight distances; and

WHEREAS, for public safety and operations, the Affected Public Roads must in some cases have turn lanes, acceleration lanes, or traffic signals; and

WHEREAS, actions with respect to the Affected Public Roads by either County affect the safety of all members of the public using the Affected Public Roads; and

WHEREAS, public safety is enhanced if the line of sight, turn lane, and acceleration lane standards for driveways and public and private road access onto the Affected Public Roads are consistent on all of the Affected Public Roads, regardless of whether the driveway, public road access, or private road access is located in Douglas County or Elbert County; and

WHEREAS, this Agreement is in the interest of the health and safety of the residents of both Douglas County and Elbert County;

**NOW, THEREFORE**, Douglas County and Elbert County stipulate, covenant, and agree as follows:

#### AGREEMENT

- 1. The Parties shall maintain the following sections of the Affected Public Roads:
- a) Douglas County shall maintain Delbert Road (also known as DC # 103) from the north county line of Douglas County and Elbert County, south to (and including) the intersection with East Parker Road (also known as DC # 8). See Section 1A on Exhibit A.
- b) Elbert County shall maintain Delbert Road from the intersection with East Parker Road, south to (and including) the intersection with Singing Hills Road (also known as DC # 24 and EC # 166). See Section 1B on Exhibit A.
- c) Douglas County shall preform Snow Removal Only, on Delbert Road from the intersection with Singing Hills Road, south through an Elbert Country subdivision located in the NW ¼ & the SW ¼ of Section 15, to and including the intersection with Hilltop Road in Elbert County, (EC158). Then west along and including Hilltop Road to the Douglas/Elbert County line where Hilltop Road becomes DC 71 in Douglas County.
- d) Douglas County shall maintain Delbert Road from Hilltop Road (DC#71)/EC #158 south about 1/2 mile to where it curves west and turns into Daley Circle in Douglas County. See Section 2 on Exhibit A.
- e) Elbert County shall maintain Stagecoach Trail from Bearcreek Drive in DC /Stagecoach Trail in EC, running south to Ponderosa Lane in DC & EC. See Section 3 on Exhibit A.
- f) Douglas County shall maintain Delbert Road from Grant Ave. (DC#30/EC#146) running north past Huckleberry. See Section 4 Exhibit A.
- g) Elbert County shall maintain Delbert Road from, and including, the intersection with Smith Road (also known as DC # 80 and EC # 86), south to the El Paso County line.
- 2. In this Agreement, "maintenance" on sections 1A, 1B, 2, 3, 4, & 5, includes, but is not limited to, snow removal, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping. Maintenance on Section 6 is preformed by Elbert County, including, but not limited to, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping.

Douglas County is responsible for Snow Removal Only on section 6.

- 3. Each County shall perform reasonable maintenance on the sections of the Affected Public Roads for which it is responsible under this Agreement.
- 4. Each County shall issue driveway access permits, and public/private road access permits, for all of the sections of the Affected Public Roads located within the respective County.
- 5. In issuing access permits with respect to the Affected Public Roads, the County receiving the application shall send the other County a referral request. The referral County shall respond with either comments/concerns or recommendation for approval of the application. Referral comments or recommendation for approval shall be sent within five (5) working days from the date the referral was received. All comments/concerns must be addressed by the applicant prior to the issuing County approving the access permit, and prior to Building Permit issuance. The jurisdiction responsible for the maintenance of the Affected Public Road shall have the authority to decide disputes concerning design and construction issues or standards.
- 6. For the purpose of this Agreement, the terms "Driveway Permit" and "Access Permit" when referring to residential or Ag driveways on either side of the Affected Public Roads, shall mean only that part of the driveway/access located between the fenceline/right-of-way line and the asphalt or gravel driving surface of the Affected Public Road.
- 7. The issuing County will ensure that the Referral County's comments are adequately addressed by the permit holder prior to final acceptance of the work in the R.O.W. through approval of the final inspection. Referral comments or recommendation for approval shall be sent within five (5) working days from the date the referral is received.
- 8. If an access onto the Affected Public Road is not constructed per the requirements of the Access Permit/Driveway Permit, each County reserves the right to physically remove said access/driveway between the fenceline and the Affected Public Road.
- 9. Douglas County shall issue all Right-Of-Way Use and Construction permits on both sides of all of the Affected Public Roads, except in section 6
- 10. In issuing Right-Of-Way Use and Construction permits for the Affected Public Roads, the Douglas County Engineering Permits, Inspections, and Utilities Division shall make a referral to Elbert County. Douglas County will work cooperatively with Elbert County in reviewing and, if appropriate, approving applications for Right-Of-Way Use Construction permits for the Affected Public Roads; inspecting work performed under such permits; and granting, if appropriate, final acceptance of work performed under such permits. Depending on the complexity and extent of the proposed project, whenever reasonably possible, referral comments or recommendation for approval shall be sent to Douglas County within five (5) working days from the date the referral was received by Elbert County.

- 11. Where a new development is proposed anywhere along the Affected Public Roads, the County in which the proposed development is located, shall:
  - a) Review and send the other County a referral on the proposed location of all public roads, private roads, commercial driveways, Ag and residential driveways onto the Affected Public Roads.
  - b) After receiving the referral from the other County, if appropriate, approve all access onto the Affected Public Roads; and
  - c) Using the more restrictive criteria of both Counties for all access onto the Affected Public Roads, review the engineering drawings; inspect the access; and issue, if appropriate, final acceptance of the access work.
- 12. Both Counties shall make these decisions using the most restrictive design criteria and Colorado Department of Transportation Access and Design standards and based on the traffic report for the development project, projected traffic volumes, accessing sight-distance criteria, and other safety considerations.
- 13. In making access determinations for proposed new developments along the Affected Public Roads, both Counties shall work cooperatively in reviewing and approving, if appropriate, access applications for proposed new developments onto the Affected Public Roads, and in inspecting and granting, if appropriate, final acceptance of all work performed with respect to new development access onto Affected Public Roads.
- 14. <u>Term of Agreement</u>. This Agreement shall be effective commencing on July 1, 2025, and shall continue in full force and effect for a period of five (5) years, up to and including July 1, 2030. This Agreement may be extended or revised at that time, provided that such extension or revision is in writing and has been signed by both Douglas County and Elbert County.
- 15. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between Douglas County and Elbert County with respect to the matters addressed in the Agreement. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Counties.
- 16. <u>Binding Agreement</u>. This Agreement shall inure to and by binding on successors and assigns of Douglas County and Elbert County
- 17. <u>No Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 18. <u>Controlling Law</u>. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Exclusive venue shall lie in the Douglas County District Court.
- 19. Annual Appropriations. Both Douglas and Elbert Counties are Colorado governmental entities subject to Constitutional and statutory budget and appropriations limitations and requirements. Both parties understand that all financial obligations of this Agreement outside the current fiscal year are subject to each party's future appropriation, budgeting, and availability of funds.
- 20. <u>Referral Notices</u>. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage pre-paid, to the following addresses:

#### **Douglas County**

**Driveway Permit Referrals:** 

Building Inspection Supervisor 100 Third St. Castle Rock, Colo. 80104

cc: Douglas County Attorney 100 Third St. Castle Rock, Colo. 80104

Right-Of-Way Use and Construction Permit Referrals:

Engineering Permits, Inspection, & Utilities Mgr. 100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney 100 Third St. Castle Rock, Colo. 80104

New Development Making Access onto the Affected Public Roads Referrals:

Development Review Manager 100 Third St. Castle Rock, Colo. 80104

cc: Douglas County Attorney 100 Third St. Castle Rock, Colo. 80104

#### **Elbert County**

Driveway Permit Referrals:

Road & Bridge Superintendent

218 Cheyenne St. P.O. Box 116

Kiowa Colo. 80117

Right-Of-Way Use & Construction Permit Referrals:

Road & Bridge Superintendent

218 Cheyenne St. P.O. Box 116

Kiowa Colo. 80117

New Development Making Access onto the Affected Public Roads Referrals:

Road & Bridge Superintendent

218 Cheyenne St. P.O. Box 116 Kiowa Colo. 80117

#### 21. Legal Notices.

**Douglas County:** 

Douglas County Public Works

100 Third Street

Castle Rock, Colo. 80104

cc:

Douglas County Attorney

100 Third St.

Castle Rock, Colo. 80104

**Elbert County:** 

Road & Bridge Superintendent

218 Cheyenne St. P.O. Box 116

Kiowa Colo. 80117

# THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ELBERT yron McDaniel, CHAIR ATTEST: Rhonda Braun, Clerk THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO By: \_\_\_\_\_ **CHAIR** ATTEST: **Deputy Clerk** APPROVED AS TO CONTENT:

Douglas J. Debord, County Manager

DATE: \_\_\_\_\_

APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:
Andrew Copland	
Director of Finance	Senior Assistant County Attorney
Date:	Date:



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

**DESCRIPTION:** Intergovernmental Agreement Between Castlewood Canyon State Park and

Douglas County.

**SUMMARY:** This IGA is an agreement between Douglas County Public Works and

Castlewood Canyon State Park, Colorado.

The County shall perform maintenance services on South Castlewood Canyon Rd within the boundaries of the Park, as set forth in Exhibit A, at the County's expense.

A.) The County shall perform services consistent with current County maintenance practices for rural arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner the County deems appropriate under the then existing circumstances.

B.) The County shall follow all applicable statues, rules, and regulations of the State of Colorado, all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement. Term of this agreement shall commence as of the date first written above and shall continue for 50 years unless cancelled at any time and for any reason by either party upon not less than sixty (60) days prior to written notice to the other party. Both parties acknowledge that any such termination shall carry with it an effort to continue to coordinate maintenance operations for the mutual benefit and safety of the traveling public. The term of this agreement shall end September 30, 2075.

# RECOMMENDED ACTION:

Board of County Commissioners approves the Intergovernmental Agreement between Douglas County and Castlewood Canyon State Park, Colorado.

#### **REVIEW:**

Janet Herman	Approve	10/16/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025

#### **ATTACHMENTS:**

Cover Page

IGA Castelwood Canyon State Park



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

**DESCRIPTION:** Intergovernmental Agreement Between Castlewood Canyon State Park and

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**SUMMARY:** This IGA is an agreement between Douglas County Public Works and

Castlewood Canyon State Park, Colorado.

The County shall perform maintenance services on South Castlewood Canyon Rd within the boundaries of the Park, as set forth in Exhibit A, at the County's expense.

A.) The County shall perform services consistent with current County maintenance practices for rural arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner the County deems appropriate under the then existing circumstances.

B.) The County shall follow all applicable statues, rules, and regulations of the State of Colorado, all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement. Term of this agreement shall commence as of the date first written above and shall continue for 50 years unless cancelled at any time and for any reason by either party upon not less than sixty (60) days prior to written notice to the other party. Both parties acknowledge that any such termination shall carry with it an effort to continue to coordinate maintenance operations for the mutual benefit and safety of the traveling public. The term of this agreement shall end September 30, 2075.

# RECOMMENDED ACTION:

Board of County Commissioners approves the Intergovernmental Agreement between Douglas County and Castlewood Canyon State Park, Colorado.

#### **REVIEW:**

Janet Herman	Approve	10/16/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025

#### **ATTACHMENTS:**

IGA Castelwood Canyon State Park

# INTERGOVERNMENTAL AGREEMENT by and between CASTLEWOOD CANYON STATE PARK, COLORADO and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") dated this	day
of, 2025, by and between the Castlewood Canyon State Park, Colorado, (the	
"Park") and the Board of County Commissioners of the County of Douglas (the "County")	
(collectively, the "Parties").	

#### RECITALS

**WHEREAS,** pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Park and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

**WHEREAS** the Park and the County will benefit from the County performing snow removal and routine gravel surface maintenance on Castlewood Canyon Road.

**NOW, THEREFORE,** it is hereby mutually agreed as follows:

#### **AGREEMENT**

- 1. <u>SERVICES</u>. The County shall perform road maintenance services on S. Castlewood Canyon Road within the boundaries of the Park, as set forth in Exhibit A, attached hereto and incorporated herein ("Services"), at the County's expense.
  - A. The County shall perform the Services consistent with current County maintenance practices for rural arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner that the County deems appropriate under the then existing circumstances.
  - B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.
- 2. <u>TERM OF AGREEMENT</u>. This agreement shall commence as of the date first written above and shall continue for 50 years unless cancelled at any time and for any reason by either party upon not less than sixty (60) days prior written notice to the other party. Both parties acknowledge that any such termination shall carry with it an effort to continue to coordinate maintenance operations for the mutual benefit and safety of the travelling public. The term of this agreement shall end September 30, 2075.

- 3. <u>COST</u>. The total cost of performing the Services as detailed in Exhibit A shall be the responsibility of the responsible party.
- 5. <u>INDEPENDENT CONTRACTOR</u>. The County is an independent contractor, and nothing herein contained shall constitute or designate the County or any of its employees or agents as employees of the Park. It is agreed that the County shall have direct control with respect to the manner and performance of Services.
- 6. <u>ADDITIONAL SERVICES</u>. In the event the Park desires services in addition to the Services defined in this Agreement, the Park may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.
- 7. <u>EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS</u>. In any action by any third party brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.
- 8. <u>APPROPRIATION</u>. The Parties' obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by the Park and the County.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except, by a writing executed by both the Park and the County.
- 10. <u>BINDING AGREEMENT</u>. This Agreement shall insure to and be binding on successors and assigns of the Parties hereto.
- 11. <u>ASSIGNMENT</u>. The County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the Park. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County is allowed to subcontract portions of the work without the prior or subsequent permission of the City.
- 12. <u>NO WAIVER</u>. No waiver of any of the provisions of this Agreement shall he deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall

such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 13. <u>CONTROLLING LAW</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Denver County District Court.
- 14. <u>NOTICES</u>. Except as otherwise provided herein, all notices required to be given under this Agreement shall he in writing and shall he hand delivered or sent by first class mail postage prepaid, to the following addresses:

#### **Castlewood Canyon State Park**

Larry Butterfield Castlewood Canyon State 2989 S. Highway 83 Franktown, Colorado 80116

#### **Douglas County:**

Janet Herman Douglas County Public Works P.O. Box 1390 Castle Rock, CO 80109

cc: Jeffrey A. Garcia, Esq.
Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (I) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the County and State, and each of their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the State. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for State and Counties, both the Park and the County agree that each will remain liable for the independent obligations under the

CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

16. <u>NO THIRD-PARTY BENEFICIARIES</u>. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Park, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

(Remainder intentionally blank)

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of September 1, 2022. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

The State of Colorado Terms and Conditions supersede all others. Only acceptable with strikeouts and revisions. Total Cost = \$0.00 **Department of Natural Resources** Colorado Parks & Wildlife Stlewood Canyon State Park

Anna Signed by Anna Stern
Date: 2025.09.15
13:17:12-06'00'

CPW Procurement Anna Stern, CPW Purchasing Agent **Castlewood Canyon State Park ATTEST:** THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO Abe Laydon, Chair ATTEST: **Emily Wrenn, Deputy Clerk APPROVED AS TO CONTENT:** Douglas J. Debord, County Manager

DATE:	
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:
Andrew Copland	Jeffrey A. Garcia
Director of Finance	County Attorney
Date:	Date:

#### **EXHIBIT A**

#### SERVICES TO BE PROVIDED

#### COUNTY SERVICES AND PARK SERVICES

Under this Agreement, the County and the Park shall provide the following services: Road maintenance for the identified roadways within the Park, as they existed as of May 1, 2025. Lanes and roads added after this effective date are not covered under this Agreement.

#### The Services that the County will perform include and are limited to:

- 1. Snow Plowing
- 2. Chemical treatment for snow and/or ice (at the discretion of the County)
- 3. Sanding if necessary for roadway safety.
- 4. Routine grading to maintain a smooth and safe gravel road surface, including materials as needed
- 5. Dust abatement
- 6. Mowing
- 7. Roadside drainage ditch maintenance
- 8. Culvert maintenance including replacement
- 9. Guardrails and MUTCD signage

#### The Services that the Park will perform include:

- 1. Forestry Management adjacent to the roadway
- 2. Maintenance and/or replacement of Park signage
- 3. Trail crossing management and maintenance
- 4. Parking access, management, and maintenance

#### All work shall be consistent with the Douglas County standard maintenance procedures.

In their sole discretion, but consistent with individual road maintenance for roadways, the County will: (a) use a liquid de-icing product and granular soluble de-icing products if necessary and where necessary to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety. (c) apply dust mitigation products to meet or exceed the current air quality standards required by the Colorado Department of Public Health and Environment, Air Quality Control Commission, Regulation No. 1, Section II I.D.2.a. Roadways.

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

**DESCRIPTION:** Anti-Icing Deicing Material Bid Award.

**SUMMARY:** An invitation for Bids IFB#036-24 was issued to solicit bids for the purchase

of Anti-icing/De-icing products to be used on county-maintained roadways

during the 2024/2025 winter season.

Bids were received from six vendors in response to IFB#036-24 as summarized

below and shown on the attached bid tabulation. Douglas County Public

Works Operations chooses to extend pricing for the 2025/2026 Snow Season.

**Liquid Anti-icing/Deicing Material:** 

GMCO Corporation - Torch IB \$1.10/gallon (+.08/gallon) =

\$1.18/gallon

Torch LT \$1.11/gallon (+.08/gallon) = \$1.19/gallon

Envirotech Services - Meltdown Apex \$1.21/gallon

**Salt Based De-Icer Material:** 

Central Salt, LLC Bulk Deice Rock Salt \$83.35/ton all locations (+\$2.50/ton)

= \$85.85/ton

Central Salt, LLC Snowslicer \$110.35/ton all locations

GMCO Torch RT \$145.53/ton all locations (+3.75/ton) =

\$149.28/ton

Staff evaluated the unit prices bid and the past performance of the vendors who

submitted bids for this IFB.

Douglas County uses three types of de-icing materials during winter months, a

liquid deicer, and salt-based deicer.

The liquid and salt based de-icing products in this IFB are used mostly in the northern tier of the County. These products reduce the amount of street

sweeping required and help meet regional air quality standards.

The liquid deicing product used is a blend of magnesium chloride and water that is non-toxic and contains a naturally occurring rust inhibitor. It is designed to work at lower temperatures than regular road salt.

The County received extension bids for seven salt based de-icing products. The low bid was submitted by Central Salt, LLC (Bulk Deice Salt). Staff recommends an award to Central Salt, LLC (Bulk Deice Salt) and Envirotech Services as the primary supplier.

# RECOMMENDED ACTION:

The Board of County Commissioners authorize Public Works Operations to purchase liquid deicing products from GMCO (Torch IB) as the primary supplier and Envirotech Services (Meltdown Apex) as the backup supplier in the event products fail to perform as stated or are not readily available from GMCO.

Purchase order in the amount of \$500,000 to be issued to GMCO for Torch IB or Torch LT.

The Board of County Commissioners also authorize Public Works Operations to purchase salt based de-icing products from Central Salt (Bulk Deice Rock Salt) and Envirotech Services or GMCO (Torch RT) as the backup suppliers in the event Central Salt (Bulk Deice Salt) deicer is not readily available from Central Salt, LLC.

Purchase order in the amount of \$500,000 to be issued to Central Salt, LLC for Bulk Deicing Salt.

Purchase order in the amount of \$400,000 to be issued to Envirotech Services for Ice Slicer.

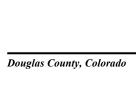
#### **REVIEW:**

Janet Herman	Approve	10/16/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025

#### ATTACHMENTS:

Cover Page

Anti Icing Deicing Bid Award Extension Letters 2025\_2026



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations

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Works Operations chooses to extend pricing for the 2025/2026 Snow Season.

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Envirotech Services - Meltdown Apex \$1.21/gallon

Salt Based De-Icer Material:

Central Salt, LLC Bulk Deice Rock Salt \$83.35/ton all locations (+\$2.50/ton)

= \$85.85/ton

Central Salt, LLC Snowslicer \$110.35/ton all locations

GMCO Torch RT \$145.53/ton all locations (+3.75/ton) =

\$149.28/ton

Envirotech Services Ice Slicer \$141.61/ton all locations

Staff evaluated the unit prices bid and the past performance of the vendors who

submitted bids for this IFB.

Douglas County uses three types of de-icing materials during winter months, a

liquid deicer, and salt-based deicer.

The liquid and salt based de-icing products in this IFB are used mostly in the northern tier of the County. These products reduce the amount of street

sweeping required and help meet regional air quality standards.

The liquid deicing product used is a blend of magnesium chloride and water that is non-toxic and contains a naturally occurring rust inhibitor. It is designed to work at lower temperatures than regular road salt.

The County received extension bids for seven salt based de-icing products. The low bid was submitted by Central Salt, LLC (Bulk Deice Salt). Staff recommends an award to Central Salt, LLC (Bulk Deice Salt) and Envirotech Services as the primary supplier.

### RECOMMENDED ACTION:

The Board of County Commissioners authorize Public Works Operations to purchase liquid deicing products from GMCO (Torch IB) as the primary supplier and Envirotech Services (Meltdown Apex) as the backup supplier in the event products fail to perform as stated or are not readily available from GMCO.

Purchase order in the amount of \$500,000 to be issued to GMCO for Torch IB or Torch LT.

The Board of County Commissioners also authorize Public Works Operations to purchase salt based de-icing products from Central Salt (Bulk Deice Rock Salt) and Envirotech Services or GMCO (Torch RT) as the backup suppliers in the event Central Salt (Bulk Deice Salt) deicer is not readily available from Central Salt, LLC.

Purchase order in the amount of \$500,000 to be issued to Central Salt, LLC for Bulk Deicing Salt.

Purchase order in the amount of \$400,000 to be issued to Envirotech Services for Ice Slicer.

#### **REVIEW:**

Janet Herman	Approve	10/16/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025

#### ATTACHMENTS:

Anti Icing Deicing Bid Award Extension Letters 2025 2026



#### **Shawna Potter**

From: ESI Bids <esibids@envirotechservices.com>
Monday September 29, 2025 8:47 AM

Sent: Monday, September 29, 2025 8:47 AM

To: Angela Broglio; Eric Nitti
Cc: Carolyn Riggs; Rob Greene

Subject: RE: Douglas County Government - Invitation for Bid (IFB) #036-24

#### Angela & Carolyn,

EnviroTech Services would like to confirm and acknowledge the extension of IFB #036-24, and agree with the same terms, conditions, and pricing for MeltDown Apex and IceSlicer. We look forward to another year with the county. Please let us know if you have any questions.

#### Sincerely,

#### Sheilah Juelfs

#### **Bids & Contracts**

910 54<sup>th</sup> Ave Ste 230 Greeley, CO 80634 C: 970-420-6382







Subject: Douglas County Government - Invitation for Bid (IFB) #036-24

ATTENTION: This email was sent to EnviroTech Services from an external source. Please use caution when opening attachments or clicking links. If you have any questions, contact the IT department.

#### Good afternoon:

In December 2024, the Director of Public Works, in conjunction with the Board of County Commissioners of Douglas County, Colorado approved a portion of the award of Invitation for Bid (IFB) #036-24, anti-icing/deicing material to EnviroTech Services, LLC.

A provision within the agreement between Douglas County and EnviroTech Services, LLC allows for the extension of this award for a period of up to two (2) additional years, with the same terms and conditions. This message is to notify you that the County would like to exercise the first one-year extension option associated with this award. The extension to the original agreement will be from October 1, 2025, to and including September 30, 2026. All terms and conditions of the above-mentioned award apply to this extension. A confirming response to this message is respectfully requested; your

response must include your acknowledgement of the extension, in addition to your understanding and concurrence that the renewed agreement will be based upon the same terms, conditions, and pricing.

We look forward to another opportunity to work together and trust that our association will continue to be mutually beneficial. Please don't hesitate to contact me at 303-663-6161 or <a href="mailto:abroglio@douglas.co.us">abroglio@douglas.co.us</a> if you have any questions or concerns.

Sincerely,

Angie Broglio
Purchasing Agent
Douglas County Government
Finance Department, Purchasing Division
100 Third Street, Suite 130
Castle Rock, Colorado 80104
303-663-6161
abroglio@douglas.co.us



PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148

gmcocorp.com

GMCO Corporation is now New GMCO, LLC

September 29, 2025

Douglas County PW Ops 3030 N Industrial Way Castle Rock, CO 80109 Attn: Angela Broglio & Carolyn Riggs

RE: Renewal of IFB #036-24 Anti-Icing/De-Icing Materials

GMCO Corporation would like to renew IFB#036-24 at the pricing listed below for Torch IB and Torch LT liquid deicer and Torch RT granular deicer. The terms and conditions of the renewal will be the same as stated in the original bid and award with the following modifications.

GMCO would like to offer the following prices for the 2025-26 renewal season:

Torch IB (Ice Ban)

\$ 1.18/gallon

Torch LT (Low-temp)

\$ 1.19/gallon

Torch RT (Rapid Thaw)

\$149.28/Ton

GMCO's products have been approved and are on CDOT's approved product list (APL). You can visit CDOT's website to verify that we meet the original contract that states all materials must meet Colorado Department of Transportation Specifications.

We appreciate your business and look forward to working with the County again. Let me know if you need any additional information.

Sincerely,

Eric Nitti

Eric Nitti

Vice President of Government Markets

#### **Shawna Potter**

From:

Angela Broglio

Sent:

Tuesday, September 23, 2025 9:48 AM

To:

Shawna Potter

Subject:

FW: Douglas County Government - Invitation for Bid (IFB) #036-24

Good morning Shawna,

Please see below from Central Salt. They are requesting the price to increase.

Thank you,

Angie Broglio
Purchasing Agent
Douglas County Government
Finance Department, Purchasing Division
100 Third Street, Suite 130
Castle Rock, Colorado 80104
303-663-6161
abroglio@douglas.co.us

From: Lori Young <lyoung@centralsalt.com>
Sent: Monday, September 22, 2025 3:36 PM
To: Angela Broglio <abroglio@douglas.co.us>
Cc: Carolyn Riggs <CRiggs@douglas.co.us>

Subject: RE: Douglas County Government - Invitation for Bid (IFB) #036-24

Angela,

We would like to renew with a small price increase to \$85.85 due to transportation costs. Is there anything additional I need to send you?

Best Regards,

Lori Young Customer Service Supervisor/Operations Liaison



Central Salt LLC Lyons Mine Office

www.centralsalt.com

1420 State Hwy. 14 Lyons, KS 67554 Office: (620) 257-5626 ext 7821 or 800-879-7258 Fax: (620) 257-5052 LYoung@centralsalt.com From: Angela Broglio <a href="mailto:abroglio@douglas.co.us">abroglio@douglas.co.us</a> Sent: Monday, September 22, 2025 1:42 PM
To: Lori Young <a href="mailto:lyoung@centralsalt.com">lyoung@centralsalt.com</a> Cc: Carolyn Riggs <a href="mailto:CRiggs@douglas.co.us">CRiggs@douglas.co.us</a>>

Subject: Douglas County Government - Invitation for Bid (IFB) #036-24

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Good afternoon:

In December 2024, the Director of Public Works, in conjunction with the Board of County Commissioners of Douglas County, Colorado approved a portion of the award of Invitation for Bid (IFB) #036-24, anti-icing/deicing material to **Central Salt**.

A provision within the agreement between Douglas County and Central Salt allows for the extension of this award for a period of up to two (2) additional years, with the same terms and conditions. This message is to notify you that the County would like to exercise the first one-year extension option associated with this award. The extension to the original agreement will be from October 1, 2025, to and including September 30, 2026. All terms and conditions of the above-mentioned award apply to this extension. A confirming response to this message is respectfully requested; your response must include your acknowledgement of the extension, in addition to your understanding and concurrence that the renewed agreement will be based upon the same terms, conditions, and pricing.

We look forward to another opportunity to work together and trust that our association will continue to be mutually beneficial. Please don't hesitate to contact me at 303-663-6161 or <a href="mailto:abroglio@douglas.co.us">abroglio@douglas.co.us</a> if you have any questions or concerns.

## Sincerely,

Angie Broglio
Purchasing Agent
Douglas County Government
Finance Department, Purchasing Division
100 Third Street, Suite 130
Castle Rock, Colorado 80104
303-663-6161
abroglio@douglas.co.us



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Sean P. Owens, PE, Special Projects Manager

**DESCRIPTION:** Amendment No. One (1) to the Public Contract for Services (PCS) with

Felsburg, Holt & Ullevig, Inc. for the Waterton - Moore Infrastructure Project, in the Amount of \$300,000.00, Douglas County Project Number CI 2025 - 019.

**SUMMARY:** Felsburg, Holt & Ullevig, Inc. (FHU) was selected as the consultant to perform

traffic investigations, roadway improvements identification, and 30% design of the roadway & drainage infrastructure along existing Waterton and Moore

Roads.

To complete the final design, construction plans and specifications for the infrastructure identified to support the first phase of the proposed sports complex, future widening of Moore Road between Waterton & Titan and new accesses to the existing County EVOC, staff negotiated a scope and fee with

FHU.

Staff is recommending the approval of Amendment No. 1 to the PCS Contract with FHU for an amount not to exceed \$300,000.00. The total PCS contract

amount would be \$625,000 .00.

Funding for this PCS is set aside in Fund 230, Business Unit # 800267.

RECOMMENDED ACTION:

Approval of Amendment No. 1 to the Public Contract for Services with Felsburg, Holt & Ullevig, Inc. (FHU) for the Waterton - Moore Infrastructure Project, in the amount of \$300,000.00, Douglas County Project Number

CI2025 - 019.

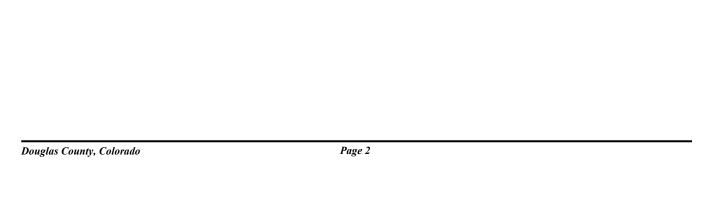
**REVIEW:** 

Kristina MannApprove10/16/2025Jeff GarciaApprove10/17/2025Christie GuthrieApprove10/20/2025Doug DeBordApprove10/21/2025

## **ATTACHMENTS:**

Cover Page

PCS AMEND 1- FHU Waterton-Moore Infrastructure Project CI2025-019 Oct 2025





www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Sean P. Owens, PE, Special Projects Manager

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RECOMMENDED

**ACTION:** Approval of Amendment No. 1 to the Public Contract for Services with

Felsburg, Holt & Ullevig, Inc. (FHU) for the Waterton - Moore Infrastructure Project, in the amount of \$300,000.00, Douglas County Project Number

CI2025 - 019.

**REVIEW:** 

 Kristina Mann
 Approve
 10/16/2025

 Jeff Garcia
 Approve
 10/17/2025

 Christie Guthrie
 Approve
 10/20/2025

 Doug DeBord
 Approve
 10/21/2025

## ATTACHMENTS:

PCS AMEND 1- FHU Waterton-Moore Infrastructure Project CI2025-019 Oct 2025

## AMENDMENT TO PUBLIC CONTRACT FOR SERVICES WATERTON – MOORE INFRASTRUCTURE PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2025 - 019 AMENDMENT NUMBER ONE (1) PURCHASE ORDER NUMBER: 2025510 ACCOUNT NUMBER: 800267.473100

**THIS AMENDMENT** is entered into as of this \_\_\_\_\_\_ day of October 2025, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and Felsburg, Holt & Ullevig, Inc. (the "Consultant").

WHEREAS, the County and the Consultant entered a certain Public Contract for Services dated May 27, 2025 (the "Contract"); and

WHEREAS, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of <u>Three Hundred Twenty – Five Thousand Dollars (\$325,000)</u>. Compensation for the additional work associated with this Amendment Number One (1) shall be <u>Three Hundred</u> Thousand Dollars (\$300,000); and

WHEREAS, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by amending the Scope of Work and by adding additional payment terms; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

"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 Six Hundred Twenty - Five Thousand Seven Hundred Dollars (\$625,000). 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.

THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$300,000.00

PREVIOUSLY APPROVED PCS REVISIONS: \$ 00,000.00

TOTAL FOR ALL PCS REVISIONS (TO DATE): \$300,000.00

TOTAL FOR ORIGINAL PCS: \$325,000.00

GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 625,000.00

ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.

# AMENDMENT TO PUBLIC CONTRACT FOR SERVICES WATERTON – MOORE INFRASTRUCTURE PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2025 - 019 AMENDMENT NUMBER ONE (1) PURCHASE ORDER NUMBER: 2025510 ACCOUNT NUMBER: 800267.473100

- 2. **Exhibit A** of the Contract is hereby amended by adding the additional work contained in the attached Exhibit A-1, incorporated herein by this reference.
- 3. **Exhibit B** of the Contract is hereby amended by adding the payment terms contained in the attached Exhibit B-1, incorporated herein by this reference.
- 4. The remainder of the Contract shall remain in full force and effect.

## AMENDMENT TO PUBLIC CONTRACT FOR SERVICES WATERTON – MOORE INFRASTRUCTURE PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2025 - 019 AMENDMENT NUMBER ONE (1)

PURCHASE ORDER NUMBER: 2025510 ACCOUNT NUMBER: 800267.473100

**IN WITNESS WHEREOF**, the County and Consultant have executed this Amendment as of the date first above written.

FELSBURG, HOLT & ULLEVIG, INC						
BY:						
TITLE:						
DATE:						
Signature of Notary Public Required:						
STATE OF)						
STATE OF	ss.					
	d before me this day of, 2025, by					
Witness my hand and official seal						
My commission expires:	Notary Public					
APPROVED AS TO CONTENT:	APPROVED BY DEPARTMENT:					
DOUGLAS J. DEBORD DATE County Manager	JANET HERMAN, P.E. DATE Director of Public Works					
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:					
CHRISTIE GUTHRIE DATE Director of Finance	CHRIS PRATT DATE Senior Assistant County Attorney					

# AMENDMENT TO PUBLIC CONTRACT FOR SERVICES WATERTON – MOORE INFRASTRUCTURE PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2025 - 019 AMENDMENT NUMBER ONE (1) PURCHASE ORDER NUMBER: 2025510 ACCOUNT NUMBER: 800267.473100

## **PROJECT MANAGER REQUIRED TO COMPLETE:**

Name of Contact at Consulta Inc.)Stephanie A	ant's Place of Business: (example: Joe Smith, ABC Consulting
Email Address of Contact: _	stephanie.anzia@fhueng.com
Phone # of Contact:	720-200-8924
Address of Contact:	



## Exhibit A-I

Scope of Services
Waterton-Moore Infrastructure Project
Douglas County Project Number CI 2025-019
October 8, 2025

Douglas County Department of Public Works – Engineering (County) is progressing Phase I plans for improvements along Moore Road and along Waterton Road southeast of Moore Road, to handle anticipated growth in this area, to include a major regional park. Design along Waterton Road from Moore Road to Louviers Gulch drainageway bridge (~1.3 miles) has been completed to the 30% design level, to include additional roadway laneage, drainage improvements, coordination with others for anticipated utility improvements, access road locations from Waterton to the regional park, and future traffic signal infrastructure locations.

This Scope of Services includes tasks to progress 30% design plans to 100% final plans in anticipation of County advertisement, bid and award of the Phase I portion of the project in December 2025 or early 2026.

FHU will coordinate all work with representatives from Douglas County.

## Task 1 –90% Design Plans

This task will include the following activities:

- 1.1 Utilize previous Waterton (S Connector) as-built information, existing survey information and supplemented drone flight information to confirm base file information
- 1.2 Obtain necessary utility, adjacent regional park property, and related design files being generated by others, that may affect or be affected by design elements of the Phase I improvements being developed by FHU, to minimize design features conflicts
- 1.3 Confirm County right-of-way along Waterton Road, typical roadway section for Waterton Road widening, locations/direction of drainage features and flow and locations of existing and future planned detention/water quality control measures
- 1.4 Confirm roadway access points to the regional park property and progress final design, horizontal and vertical geometry and grading for the access points up to 50 feet from Waterton Road, to the regional park. Design beyond 50 feet to be completed by others
- 1.5 Confirm roadway access points to properties serving the EVOC facility and progress final design, horizontal and vertical geometry and grading for roadways or access points toward the EVOC facility
- 1.6 Progress Phase I project plans to 90% for County review. Phase I 90% plans shall include, but not be limited to, the following anticipated plan sheets:

1.6.1	Title Sheet	1.6.12	Tabulation of Storm Drain Quantities
1.6.2	General Notes	1.6.13	Drainage Details
1.6.3	Typical Sections	1.6.14	Drainage Plans
1.6.4	Summary of Approximate Quantities	1.6.15	Drainage Profiles
1.6.5	Tabulation of Roadway Quantities	1.6.16	Tabulation of GESC Quantities
1.6.6	Summary of Earthwork	1.6.17	GESC Details
1.6.7	Survey Control Diagram	1.6.18	GESC Plans
1.6.8	Geometric Layouts	1.6.19	Construction Phasing Plans
1.6.9	Removal and Reset Plans	1.6.20	Tabulation of Signing & Striping
1.6.10	Roadway Details	1.6.21	Signing and Striping Plans
1.6.11	Roadway Plan and Profiles	1.6.22	Cross Sections

## Task 2 - Project Specifications

This task will include the following activities:

2.1 Prepare 90% Project Specifications in accordance with County Standards, where applicable, and CDOT



## Exhibit A-I

## Scope of Services Waterton-Moore Infrastructure Project Douglas County Project Number CI 2025-019 October 8, 2025

specifications where needed

- 2.2 Compile and submit 90% specifications with 90% plans, for County review and comment
- 2.3 Compile Final Project Specifications for submittal to the County with Final Plans

## Task 3 – Phase III Drainage Report

This task will include the following activities:

- 3.1 Update Preliminary Drainage Report/Memo to reflect 90% design features
- 3.2 Updated hydrologic and hydraulic calculations, maps and modeling for report appendices
- 3.3 Compile Phase III Drainage Report for County review

## Task 4 – 90% Design Engineer's Opinion of Probable Cost (EOPC)

This task will include the following activities:

- 4.1 Update 30% EOPC with updated quantities and additional items, as needed
- 4.2 Review unit costs and provide updates for County review

## Task 5 – 90% County Comment Review

This task will include the following activities:

- 5.1 Review County Comments on 90% plans
- 5.2 Review County Comments on Phase III Drainage Report
- 5.3 Review associated design by others of utilities, property accesses, grading/slopes and features adjacent to Waterton Road and access points for any remaining conflicts or inconsistencies

## Task 6 – 100% Plan Preparation/Final Phase III Drainage Report

This task will include the following activities:

- 6.1 Typical Section updates/revisions
- 6.2 General Notes updates/finalize
- 6.3 Tab/Summary of Quantities review/update/backcheck
- 6.4 Plan Design Adjustments and Geometry Adjustments, if needed
- 6.5 Review/Update plan stations / point tables, if needed
- 6.6 Profile adjustments/Access location profile adjustments, if needed
- 6.7 Plan clarification text/annotation adjustments
- 6.8 Drainage Design updates / Finalize Phase III Drainage Report
- 6.9 Drainage Tabulation and Detail updates & Finalize Point Data Tables
- 6.10 Drainage Storm Profile updates, if needed
- 6.11 GESC Tabulation, Detail and Plan updates/finalize
- 6.12 GESC Standards Include current County standards in final plans
- 6.13 Construction Phasing Plans finalize phases and notes
- 6.14 Signing and Striping Plans, Notes & Quantities Update and finalize
- 6.15 Finalize Cross Sections with Annotation and ROW

## Task 7 – Meetings

This task will include the following activities:

7.1 Attend County Meetings and Field Meetings as needed



## Exhibit A-I

## Scope of Services Waterton-Moore Infrastructure Project Douglas County Project Number CI 2025-019 October 8, 2025

7.2 Attend Stakeholder Meetings as requested by the County

## Task 8 - Project Coordination

This task will include the following activities:

- 8.1 Coordinate with County staff on an ongoing basis to progress 90% and Final Plans
- 8.2 Coordinate with County staff on an ongoing basis to progress Phase III Drainage Report

## Task 9 – Project Management

9.1 Compile monthly progress reports and invoices for submittal to the County

## Task 10 – Additional Services

10.1 Additional services as directed by the County

## Subconsultants:

• No subconsultants are included in this scope of work.

**Schedule:** FHU anticipates a 2-3 month timeline (October 2025 to December 2025) to complete these tasks. Timeline may extend, per County direction, if tasks require additional time for coordination with stakeholders.

Deliverables: FHU anticipates the following deliverables as part of this project assignment:

- 90% and Final 100% Design Plans
- 90% and Final 100% Engineer's Opinion of Probable Cost (EOPC)
- 90% and Final 100% Project Specifications
- 90% and Final Phase III Drainage Report

Work Tasks Not Included in this Scope of Services: No other work tasks are included in this Scope of Services other than those listed above.

October 8, 2025

ouglas County Project Number CI 2025-019											U1 T-4-I-	Other	Outstand	TOTAL	•	October 8
		1					1		1	FF	IU Totals	Other	Subtotal	TOTAL	.5	
TASK / DELIVERABLE	Kat Duitsman, PE Principal Principal-in-Charge	Stephanie Anzia, PE Associate Project Manager	Scott Dankenbring Lead Designer Lead Roadway Design	Chad Twiss, CFM Senior Engineer Lead Drainage Engineer	Larry Lang, PE Senior Engineer Lead Traffic Engineer	Shawn Twiss Designer V Drainage Design	Tom Anzia, PE Senior Engineer QA/QC	Jozef Dankenbring Engineer I Design Support	Administrative	Professional Service Hours	Professional Service Fee	FHU's Other Direct Costs	Subconsultants and Direct Costs	Professional Service Fee and Othe Direct Costs		Subconsultants / Description
	\$295	\$290	\$225	\$235	\$235	\$185	\$235	\$120	\$105					_		
ask I: 90% Design Plans	_												-	1.		
Confirm base file information (as-builts, existing survey, drone data)			2	4		6		2		14	\$ 2,740				2,740	
2 Obtain utility, adjacent property, related design files (by others)			10	4						14	\$ 3,190				3,190	
3 Confirm County right-of-way, typical section, location of drainage features		2	2	2	_	4				10	\$ 2,240				2,240	
Confirm access points from Waterton to adjacent park; verify geometry		2	4		2			4		12	\$ 2,430				2,430	
Confirm access point from Waterton to EVOC/points southwest; verify geometry		2	4	400	2	00	40	4		12	\$ 2,430	e 400			2,430	Washing Drive
Progress Phase I plans to 90% for County review sk 2: Project Specifications		16	100	100	24	80	40	120		480	\$ 94,880	\$ 100		φ 9 <sup>4</sup>	4,980	Working Prints
	1	24	I	16	16	ı	4	1		60	\$ 15,420			I \$ 15	5.420	
Prepare 90% specifications  Compile and submit 90% specifications for County review				16	10		4				\$ 15,420 \$ 4,640				., .	
Compile and submit 90% specifications for County review Compile Final Project Specifications with final plans for submittal to County		16 16					4			16 20	\$ 4,640				4,640 5,580	
Compile Final Project Specifications with final plans for submittal to County sk 3: Phase III Drainage Report		10	L	L	L		4	L		20	ψ 5,580		·	<b>Ι</b> Ψ	J,00U	
Update Preliminary Drainage Report to reflect 90% design				24		16			8	48	\$ 9,440			S .	9,440	
Update hydrologic and hydraulic calculations, maps and modeling for appendices				16		24			0	40	\$ 8,200	\$ 60			8,260	Review Prints
Compile Phase III Drainage Report for County review				16		16			4	36	\$ 7,140	ψ 00			7,140	Treview Fillits
sk 4: 90% Design Engineer's Opinion of Probable Cost (EOPC)				10		10			-	30	ψ 7,140			Ψ	7,140	
Update 30% EOPC with updated quantities and additional items	1	2	ı	ı	1	1	ı	1	1	2	\$ 580		1	l s	580	
Review unit costs and provide updates for County review		2								2	\$ 580			\$	580	
sk 5: 90% County Comment Review											9 500			ļΨ	500	
Review County Comments on 90% plans	T	4	4	4	4					16	\$ 3,940			\$ :	3,940	
Review County Comments on Phase III Drainage Report				4		4				8	\$ 1,680				1,680	
B Review associated design by others (utilities, property accesses, grading)			6	6	4					16	\$ 3,700				3,700	
sk 6: 100% Plan Preparation/Final Phase III Drainage Report																
Typical Section updates/revisions	1	l	2			l	l	4		6	\$ 930			\$	930	
General Notes updates/finalize		6								6	\$ 1,740			\$	1,740	
Tab/Summary of Quantities review/update/backcheck			4	4	2	4		4		18	\$ 3,530			\$ :	3,530	
Plan Design Adjustments and Geometry Adjustments, if needed			16					24		40	\$ 6,480			\$	6,480	
Review/Update plan stations / point tables, if needed			16					32		48	\$ 7,440			\$	7,440	
Profile adjustments/Access location profile adjustments, if needed			24		8			24		56	\$ 10,160			\$ 10	0,160	
Plan clarification - text/annotation adjustments						12		12		24	\$ 3,660			\$	3,660	
Drainage Design updates / Finalize Phase III Drainage Report				24		40			4	68	\$ 13,460			\$ 13	3,460	
Drainage Tabulation and Detail updates & Finalize Point Data Tables			12	12		12				36	\$ 7,740				7,740	
0 Drainage Storm Profile updates, if needed				8		24				32	\$ 6,320				6,320	
1 GESC Tabulation, Detail and Plan updates/finalize				32		40				72	\$ 14,920				4,920	
2 GESC Standards – Include current County standards in final plans						8				8	\$ 1,480				1,480	
3 Construction Phasing Plans – finalize phases and notes					40			24		64	\$ 12,280	\$ 60			2,340	Working Prints
4 Signing and Striping Plans, Notes & Quantities - Update and finalize					24			40		64	\$ 10,440				0,440	
5 Finalize Cross Sections with Annotation and ROW	1		30					36		66	\$ 11,070			\$ 1	1,070	
sk 7: Meetings	_															
Attend County Meetings and Field Meetings as needed	2	6	6	6						20	\$ 5,090	\$ 70			5,160	Field Prints/Mileage
Attend Stakeholder Meetings as requested by the County	2	6	6	6						20	\$ 5,090			\$ :	5,090	
sk 8: Project Coordination	_		1 40	1		1	1			60					4.000	
Coordinate with County staff on an ongoing basis to progress 90% and Final Plans		4	12	40	4					20	\$ 4,800				4,800	
Coordinate with County staff on an ongoing basis to progress Phase III Drainage Report				12						12	\$ 2,820			\$	2,820	
sk 9: Project Management		-								F	1 450			1 6	1 450	
Compile monthly progress reports and invoices for submittal to the County		5	L					<u> </u>		5	\$ 1,450			\$	1,450	
sk 10: Additional Services  Additional Services as directed by Douglas County	1	ı	ı	ı	1	ı	ı			0	ls -			l e		As Directed by Douglas Cour
1 Additional Services as directed by Douglas County										J	Ψ -			٩		As Directed by Douglas Coun
TOTALS	4	113	260	300	130	290	48	330	16	1,491	\$ 299,710	\$290	\$ -	\$ 300,0	000	FELSBURG
TOTALS		. 10	200		100	230	70	000	١٠	1,-101	μ 200,1 10	Ψ230	ΙΨ -	Ψ 500,0	-00	
														I		HOLT &
											Tatal	OF TO F	ceed Fee:	\$ 300,0		ULLEVIG

Page 1 of 1

Fees calculated using FHU's 2024 Hourly Rates. Actual time and materials for services to be billed monthly.

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www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Taylor Davis, Division Chief Support Services

**DESCRIPTION:** ConvergeOne (C1) Contract Approval of Public Safety Managed Services and

Service Level Agreement with Guaranteed Pricing through 2030. Funding Provided by Douglas County Emergency Communication Authority in the

Amount of \$207,000.00.

**SUMMARY:** Douglas County has had a contract in place with C1 for 911 NICE Recording

and Managed Services System in the Douglas County Regional Dispatch

Center. A new SLA is now proposed with pricing guaranteed through 2030 for

continued services including any equipment or software upgrades.

Funding in the amount of \$207,000.00 will be provided by DCECA/DCETSA. This NICE Recording system benefits all the public safety agencies currently

dispatched through the Douglas County Regional Dispatch Center.

RECOMMENDED

**ACTION:** Request that the Board approve and sign this agreement through DocuSign.

## **REVIEW:**

Darren Weekly	Approve	10/23/2025
Jeff Garcia	Approve	10/23/2025
Christie Guthrie	Approve	10/23/2025
Doug DeBord	Approve	10/23/2025

## **ATTACHMENTS:**

2025 Professional Services Agreement 10222025

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into, by and between the County of Douglas (the "County"), and ConvergeOne, Inc., a Minnesota corporation authorized to do business in Colorado (the "Vendor") on the date of final execution of this Agreement.

## **RECITALS**

WHEREAS, the Douglas County Emergency Telephone Service Authority, doing business as the Douglas County Emergency Communication Authority (the "Authority") funds costs directly related to the acquisition, installation, and operation of emergency telephone service equipment for the County's operation of emergency telephone services, such funding is hereinafter referred to as "Authority Funded Improvements;" and

WHEREAS, the Authority has approved requests for Authority Funded Improvements to the County and may in the future approve additional Authority Funded Improvements to the County; and

**WHEREAS**, the Authority has provided Authority Funded Improvements to the County through the Vendor for various 911 services; and

**WHEREAS**, the Vendor is continuing to provide various 911 services to the County with the Authority funding such services; and

WHEREAS, the Vendor agrees to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such continuing services and any maintenance, troubleshooting, repairs, or the like regarding 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. SCOPE OF SERVICES: All services described in <u>Exhibit A</u>, attached hereto and incorporated herein, shall be performed by the Vendor.

The Vendor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the County. It is also understood and agreed that the Vendor 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 Vendor and the County.

**2. COMPENSATION:** Compensation for the services to be provided under this Agreement shall be paid to the Vendor by the Authority. The Vendor understands and agrees that all payment inquiries and disputes must be made directly to, and shall be handled solely by, the Authority. The Vendor has no recourse whatsoever, under this Agreement or otherwise, for any

cause of action against the County concerning nonpayment or any other dispute concerning an invoice for services provided by the Vendor.

- **3. TERM:** This Agreement shall remain in effect subject to Sections 9 and 14 of this Agreement.
- 4. CONFLICT OF INTEREST: The Vendor 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 Vendor 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 Vendor by placing the Vendor's own interests, or the interest of any party with whom the Vendor has a contractual arrangement, in conflict with those of the County.
- 5a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Vendor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Vendor 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 Agreement; provided, however, that the Vendor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees. With respect to each product manufactured by a third party that Vendor provided to County hereunder, Vendor will provide to County an indemnification, including an intellectual property infringement indemnity, to the extent, and only to the extent, of the indemnification that Vendor receives from the respective third party manufacturer for such product.
- **5b. FOR PROFESSIONAL NEGLIGENCE:** The Vendor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Vendor, its employees, agents or subcontractors, or others for whom the Vendor is legally liable, in the performance of professional services under this Agreement. The Vendor is not obligated under this sub-section to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.
- 6. INDEPENDENT CONTRACTOR: The Vendor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Agreement to perform work under this Contract shall be, and remain at all times, employees of the Vendor for all purposes. The Vendor represents and warrants that they are free from the County's direction and control in the performance of their work or services which are the subject of this Agreement. More specifically, the Vendor represents and warrants that the County does not control what work or services they will perform or the manner in which such work or services will be performed. The Vendor shall not create any indebtedness on behalf of the

County. 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 AGREEMENT RELATIONSHIP.

- 7. 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 Agreement, 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.
- **8. ASSIGNMENT:** The Vendor 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 County. Any attempt by the Vendor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Agreement and all rights of the Vendor hereunder.
- 9. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, upon approval by the Authority by giving written notice to the Vendor of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Vendor.
- 10. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Vendor to the County: Douglas County

Attn: County Manager, Doug DeBord

100 Third St.

Castle Rock, Colorado 80104 Email: <a href="mailto:ddebord@douglas.co.us">ddebord@douglas.co.us</a>

with a copy to: Douglas County

Attn: County Attorney

100 Third St.

Castle Rock, Colorado 80104

(303) 660-7414

and by the County to: ConvergeOne, Inc.

10900 Nesbitt Avenue S. Bloomington, MN 55437 Attn: Rui Goncalves

3

by the Vendor to: Douglas County Emergency Telephone Service

Authority d/b/a Douglas County Emergency

Communication Authority 911 Board Coordinator

P.O. Box 2140

Castle Rock, Colorado 80104 E-mail: dshinn@dcsheriff.net

with a copy to: Robert G. Cole

Bart W. Miller

Collins, Cole, Winn & Ulmer, PLLC

165 S. Union Blvd., Suite 785 Lakewood, Colorado 80228 E-mail: <a href="mailto:rcole@cogovlaw.com">rcole@cogovlaw.com</a> bmiller@cogovlaw.com

Said notices shall be delivered by prepaid first class U.S. mail or via e-mail. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be deemed effective upon receipt or on the next business day after being sent, 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.

- 11. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Vendor 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, physical or mental disability, or any other status protected by law.
- 12. GOVERNING LAW; VENUE: This Agreement 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 Vendor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
- 13. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. This includes complying will all laws related to Criminal History Record Information ("CHRI") and Criminal Justice Information Services ("CJIS"), including ensuring all employees and contractors that have or may have access to CHRI or CJIS information, have reviewed and signed the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, attached as Exhibit C to this Agreement. The Vendor 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 Agreement.

- 14. ANNUAL APPROPRIATION: The County's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the County's Governing Body.
- 15. TAXES: The County and the Authority are governmental entities and are therefore exempt from state and local sales and use tax. The County and the Authority will not pay for or reimburse any sales or use tax that may not directly be imposed against the County or the Authority. The Vendor shall use the County's and/or the Authority's sales tax exemption for the purchase of any and all products and equipment on behalf of the County.
- 16. SEVERABILITY: In the event any of the provisions of this Agreement 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 Agreement 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.
- 17. NO THIRD-PARTY BENEFICIARIES: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
- 18. ADVERTISING AND PUBLIC DISCLOSURE: The Vendor shall not include any reference to this Agreement or services performed pursuant to this Agreement in any of Vendor's advertising or public relations materials without first obtaining the written approval of the County. Nothing herein, however, shall preclude the transmittal of any information to officials of the County.
- 19. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
  - 1<sup>st</sup> This Agreement
  - 2<sup>nd</sup> Exhibit B Insurance Requirements
  - 3<sup>rd</sup> Exhibit A Master Sales Agreement
- **20. HEADINGS; RECITALS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.
- 21. 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 Agreement, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

- **22. INSURANCE:** The Vendor shall be required to maintain the insurance requirements provided in <u>Exhibit B</u>, attached hereto and incorporated herein by reference. The Vendor 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 Vendor's insurance coverage during the term of this Agreement.
- 23. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.
- 24. 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 Agreement may be terminated if such delay makes performance of the Agreement 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.
- 25. ROLE OF THE AUTHORITY: The Authority is a signatory to this Agreement solely as the funding agency. In accordance with the terms and conditions of this Agreement and Exhibit A, the Authority shall provide all compensation for the products and services provided by the Vendor under the Agreement. For the avoidance of doubt, notwithstanding any other provision to the contrary in the Agreement, Exhibit A, Orders issued in connection therewith, or any other related documents, the County and the Vendor expressly agree that all payment for products and services provided by the Vendor to the County hereunder shall be made by the Authority, and that ownership of all products or services provided by the Vendor shall lie with the County, not the Authority.
- 26. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

ABE LAYDON	Clerk to the Board					
Chair	D.A. TIE					
DATE:	DATE:					
Approved as to form:	Approved as to content:					
KELLY DUNNAWAY	DOUGLAS J. DEBORD					
Douglas County Attorney	County Manager					
DATE:	DATE:					
DOUGLAS COUNTY SHERIFF'S OFFICE	APPROVED AS TO FISCAL CO					
DARREN WEEKLY	CHRISTIE GUTHRIE					
Sheriff	Director of Finance					
DATE:	DATE:					
	TENDOR: CONVERGEONE, INC., a Minnesota corporation					
By:	84					
	hane Harper, C1 Regional Vice President					
STATE OF MINNEOTA ) )ss.						
COUNTY OF DAKOTA )						
	11 04 4 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0					
The foregoing instrument was acknowledged before Shane Harper, as Regional Vice President of Cor	e me this 21st day of October, 2025, by overgeOne, Inc., a Minnesota corporation.					
Shane Harper , as Regional Vice President of Cor						

	Authority as Funding Agency:
	DOUGLAS COUNTY EMERGENCY
	TELEPHONE SERVICE AUTHORITY
	By:
	Tim Gorman, President
	(Date)
ATTEST:	
Deni Shinn, 911 Board Coordinator	

## Exhibit A Master Sales Agreement

## **Exhibit A, Attachment B**SOW and Solution Summary with pricing information



## Exhibit A Master Sales Agreement

SELLER: CONVERGEONE, INC.

10900 Nesbitt Avenue S Bloomington, MN 55437 CUSTOMER: County of Douglas

100 Third Street Castle Rock, CO 80104

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date of the Agreement for Professional Services ("Effective Date") by and between Seller and Customer. As stated in Section 1 of the Agreement for Professional Services, this Agreement is incorporated into the terms of the Agreement for Professional Services. Seller, Authority, and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

- Attachment A to this Agreement contains terms and provisions that are part of this Agreement, and Attachment A is hereby herein
  incorporated by reference. For purposes of this Agreement, "Authority" means the Douglas County Emergency Telephone Services
  Authority. The sale of any all hardware and software by Seller to Customer shall be pursuant to the terms under this Agreement,
  and Customer shall have all rights thereto including applicable warranties. Authority shall be responsible for all payments under this
  Agreement.
- 2. This Agreement shall apply to the sale of any of following products and/or services provided to Customer:
  - a) All hardware, third party software, and/or Seller software (collectively, "Products");
  - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
  - c) All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or
  - d) All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").

For purposes of this Agreement, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services."

- 3. Seller will provide the Products and Services to Customer summarized in the sales order documentation (collectively, a "Solution Summary"), which: (a) is signed by authorized representatives of each Party (except as set forth in Section 5 below); (b) reflects the price to be charged for such Products and/or Services; and (c) incorporates the following supporting documents, as applicable:
  - i) A "Statement of Work" or "Scope of Work" ("SOW") which describes the Services to be performed;
  - ii) A "Master Agreement Rider" which provides the line-item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services;
  - iii) A "Maintenance Service Order Form" which provides the line-item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or
  - iv) Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (collectively, each an "Order"). Any Products and/or Services not specifically itemized in the applicable Order are not provided.

- 4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Order must be in a writing that is signed by authorized representatives of all Parties to this Agreement.
- 5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no pre-printed, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.

- 6. Seller may terminate this Agreement, provided that Seller provides to the other Parties written notice of such termination at least one hundred twenty (120) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is one hundred twenty (120) days after the Customer receives the written notice of the termination. As stated in the Agreement for Professional Services, Customer may terminate this Agreement upon providing written notice of such termination at least thirty (30) days prior to the effective date of such termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.
- 7. In the event of a conflict between the terms and conditions in this Agreement and any Order, the order of precedence shall be as follows: (i) the applicable Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into the applicable Order), (ii) Attachment A to this Agreement, and (iii) the main body of this Agreement. In the event of a conflict between the terms and conditions in this Agreement and The Agreement for Professional Services, the terms and conditions of the Agreement for Professional Services take precedent.
- 8. **PURCHASE PRICE**: Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products and/or Services set forth in each Solution Summary shall be paid by the Authority as follows:
  - a) For Products and Professional Services (excluding third party support services):
    - i) **Payment**: The Price (as defined in Article I, Section 1 of Attachment A) is due thirty (30) days from the date the invoice is issued as follows:
      - (1) For Products:
        - (i) In the sole discretion of Seller and as set forth in the Solution Summary, a deposit may be required and shall be due upon execution of the Solution Summary.
        - (ii) One Hundred percent (100%) of the Price attributable to the cost of such Product(s) (if a deposit is required as provided in (i) above, then the remaining balance) shall be invoiced upon shipment of the applicable Product(s). However, in the event Seller ships Products for a particular Order in multiple shipments, the balance attributable to the Products contained in each such shipment shall be invoiced separately and due accordingly.
      - (2) For Professional Services (excluding third party support services):
        - (i) Professional Services provided on a <u>time and materials</u> basis will be invoiced monthly to the Authority as Professional Services are performed by Seller (following depletion of the down payment); or
        - (ii) Professional Services provided on a <u>fixed price</u> basis are due from the Authority either:
          - (A) If specified in the applicable Order, monthly as Professional Services are performed by Seller (following depletion of the down payment, if any); or
          - (B) Otherwise, periodically based on mutually agreed upon milestones as set forth in the applicable Order (following depletion of the down payment, if applicable). Milestone invoices shall be issued upon the date the applicable milestone is accepted, or deemed accepted pursuant to this subsection, by Customer. Seller will provide Customer with a written acceptance acknowledgement form upon the substantial completion of the Professional Services associated with each milestone. Within ten (10) days of Customer's receipt of such form, Customer may either sign such form confirming Customer's acceptance of such milestone or provide Seller written notice disputing such milestone completion. If Customer provides written notice of a dispute, such milestone shall be deemed accepted by Customer immediately once such defects are remedied by Seller. If Customer fails to sign the applicable form or provide Seller written notice of a dispute, then the applicable milestone shall be deemed accepted by Customer upon the expiration of such ten (10) day period.
  - b) For Third Party Support Services: One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced to the Authority and due prior to commencement of the third party support services.
  - c) For Managed Services: The Authority will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.
  - d) For Maintenance Services: The Authority will be invoiced for Maintenance Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

- 9. FINANCING OPTION: If Customer elects to lease the pertinent Products and/or Services, the Authority:
  - a) Shall inform Seller of such election no later than the time that the applicable Solution Summary is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Solution Summary; and
  - b) May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that the Authority agrees that any such assignment shall not delay or relieve the Authority of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). The Authority further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Authority's financing company.



## ATTACHMENT A - TERMS AND CONDITIONS

## ARTICLE I - GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

## 1. PRICE; PAYMENT; TAXES; COST ADJUSTMENT.

- a) The Authority agrees to pay the price of each of the Products and/or Services described on an Order in the amount set forth in Attachment B, together with freight, taxes, and any other itemized charges, fees, and costs in United States Dollars (the "Price"). The price of Products and/or Services includes system metrics/statistics. If the Colorado Public Utilities Commission approves inclusion of system metrics/statistics in the tariff charged by a local basic emergency telephone service provider and paid by the Authority, Seller will cooperate with the Authority in modifying the price of Products and/or Services to remove pricing for system metrics/statistics.
- b) Except for material breach by Seller, termination of this Agreement shall not affect Authority's obligation to pay the Price.
- c) Authority and Customer, as Colorado governmental entities, are exempt from tax under Colorado law. Authority shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed.
- d) Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
- e) For Managed Services and Maintenance Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows:
  - i. Upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.
- 2. **REMEDIES UPON DEFAULT.** In the event that Authority fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Authority, terminate this Agreement and/or any Order related to this Agreement; (ii) regardless of whether this Agreement and/or any Order related to this Agreement is terminated, suspend further performance under this Agreement and/or any Order related to this Agreement; and (iii) retain, as an offset to Authority's liability for such default, all or a portion of the progress payments (if any) previously paid by Authority. Authority shall in any event remain fully liable for damages resulting from Authority's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including court costs and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law. Prior to suspending further performance under this Agreement or any Order related to this Agreement, Seller shall provide at least thirty (30) days written notice to Authority to allow the Authority to cure such default. If the default is not cured within thirty (30) days written notice, Seller may seek damages for such additional thirty (30)-day period as part of damages resulting from the default.

## 3. RESERVED.

- 4. **CUSTOMER COOPERATION.** Customer and Authority shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and/or the installation of Products. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Services. Seller's technicians having access to Customer's site(s) need to comply with the Customer's rules regarding access to such sites, including confirming with Seller that background checks have been conducted and/or requesting that Seller perform additional background checks. Depending on the site, Seller's technicians may need to be escorted at all times. Cooperation shall include the following:
- (a) Customer and Authority shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;
- (b) Customer shall make available such data as is necessary to adequately test the Products and/or Services;
- (c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;
- (d) Customer shall provide full, free, and safe access to Customer's facilities within the conditions set forth in this Agreement to allow Seller to meet its obligations hereunder;
- (e) Customer shall provide the telephone numbers, network addresses, and, if needed, work with Seller to create temporary passwords if necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Services;
- (f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and
- (g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.

- (h) Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller's access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller's access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. "Personal Data" is personal data of any employee, customer, or other individual.
- (i) In order to mitigate any potential delays in the provision of Products and/or Services under any Order, Customer shall promptly perform all of its obligations set forth in this Agreement and the applicable Order(s). However, in the event of any Customer delay(s) which reasonably impact Seller's provision of Products and/or Services, Customer agrees that Seller may invoice Authority, and Authority agrees to pay Seller, for each applicable milestone or other periodic payment upon the originally anticipated completion date mutually agreed to by the parties in the applicable Order and/or as part of the project kick-off process.
- RESERVED.
- 6. RESERVED.
- LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, THE AUTHORITY SHALL RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. NON-SOLICITATION OF EMPLOYMENT.

Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Order, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

## 9. AFFILIATE RIGHTS.

(a) **ConvergeOne**. The Parties agree that any ConvergeOne Affiliate may sell Products and/or Services to Customer under the terms and provisions of this Agreement; provided, however, that only the ConvergeOne Affiliate that is the party to such sale is liable to Customer for the sale of such Products and/or Services. By signing a given Order for any such sale, the applicable ConvergeOne Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such ConvergeOne Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "ConvergeOne Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common controlwith) Seller.

## (b) Reserved.

- 10. MISCELLANEOUS.
- (a) **Merger.** This Agreement supplements the provisions of the Agreement for Professional Services and constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties. For the avoidance of doubt, this Agreement does not supersede the Agreement for Professional Services.
- (b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, (i) Seller may, without notice, assign the Agreement, in whole or in part, or any of its rights hereunder to an affiliate or entity which acquires all or substantially all of Seller's assets (with an "affiliate" for purposes of this section meaning (a) any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of Seller ("Parent") or (b) any corporation or other entity in which a majority of the ownership interest is held either directly or indirectly by Parent or Seller); and (ii) Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.
- (c) Reserved.
- (d) **Acknowledgment and Authority.** By execution of the Agreement for Professional Services and the incorporation of this Agreement, the Parties hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions

stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to incorporate this Agreement into the Agreement for Professional Services.

- (e) Secrecy and Confidentiality. Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement, if practicable under the law, prior to such disclosure and will cooperate, to the extent allowed for under the law, with any action taken by the Disclosing Party, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages. Seller agrees that any monitoring of the systems/software related to this Agreement will be limited only to that which is reasonable and necessary for legitimate business purposes and to ensure that the 911 system is functioning properly. Seller recognizes that this monitoring, which is necessary for system continuity, may include access to information which is protected and/or to be held confidential under the law. Based on this need to ensure that certain information remains protected, Seller agrees that only CJIS certified employees/technicians will have access to the system and any information obtained therefrom. Seller further agrees that any information accessed or obtained through the necessary system monitoring/maintenance will not be disseminated or disclosed in any manner. The Parties acknowledge that Town/County/Authority are Colorado local government entities. As such, they are subject to the Colorado Open Records Act, sections 24-72-200.1 - 24-72-206, C.R.S. ("CORA") and the Colorado Criminal Justice Records Act, sections 24-72-301 - 24-72-309, C.R.S ("CCJRA"). In the event of any conflict between this Agreement and CORA or CCJRA, the Town/County/Authority will follow the provisions of CORA or CCJRA, as applicable.
- (f) Intellectual Property Rights. Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Articles II-IV of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Authority's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.
- (g) **No Resale.** In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.
- (g) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.
- (h) Reserved.
- (i) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.
- (j) Reserved.

## ARTICLE II - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES

- 1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.
- 2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.
- 3. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES. Seller represents and warrants that, immediately prior to the sale of Products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.
- (a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

- 1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.
- 2) Indirect OEM Warranty. If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

## 3) Seller Warranty for Refurbished Products.

- i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.
- ii) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.
- (b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.
- (c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.
- 1) If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Authority for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.
- 2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.
- 3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Authority shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.
- (d) **Software Licenses.** Seller has provided Customer and the Authority copies of the software license(s) applicable to the Products provided hereunder. Customer and Authority agree that each has read, understands, and will abide by the terms of such software licenses(s). All applicable software license(s) are included as attachments to this document.
- 4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF PRODUCTS.
- 5. TERMINATION RIGHTS FOR PRODUCTS AND PROFESSIONAL SERVICES.
- (a) **PRODUCT RETURNS**: All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided that Product returns based on warranty claims will not be assessed such restocking charge.
- (b) PROFESSIONAL SERVICES.
- 1) Time and Material: For Professional Services provided on a time and material basis, the Authority agrees to pay for time and material Professional Services rendered up to and through the effective date of cancellation.
- 2) Fixed Price: For Professional Services provided on a fixed price basis, unless otherwise set forth in the applicable Order, fixed price Professional Services may not be cancelled.

## ARTICLE III - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES

## 1. DEFINED TERMS OF ARTICLE III.

- (a) "EULA" is an acronym used to refer to an End User License Agreement.
- (b) "Managed Products" are all hardware and/or software identified on a Master Agreement Rider or Solution Quote for which the Managed Services are to be provided.
- (c) "Managed Sites" are the locations specified on each applicable Master Agreement Rider or Solution Quote.

## 2. PROVISION AND SCOPE OF MANAGED SERVICES.

- (a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in each pertinent Solution Summary that references the Agreement. The Price set forth on such Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period.(b) **Monitoring.** Provided it does not allow Seller access to information that would otherwise be protected or deemed confidential under the law, Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in each applicable Solution Summary.
- (c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

## 3. CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.

- (a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.
- (b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.
- (c) Identification Tags. Customer will not remove any identification tags or other markings from any Managed Product.
- 4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.
- 5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

### TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.

(a) **Managed Services Term.** Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

## (b) Termination Rights of Managed Services.

- 1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, or in the applicable Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.
- 2) **For Cause.** Customer may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party. Seller may terminate the pertinent Managed Services by providing written notice to Customer if Customer (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services within a one hundred twenty (120) day period after it has received from Seller a written notice that details the breach and requests that the breach be cured.

## 7. MANAGED SERVICES WARRANTIES; DISCLAIMERS.

- (a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.
- (b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE IV - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES

### 1. DEFINED TERMS OF ARTICLE IV.

- (a) "Added Products" are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.
- (b) "End of Support" occurs when the manufacturer declares a Supported Product "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation.
- (c) "Extended Support" is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.
- (d) "Host" is a third party service provider.
- (e) "Maintained Products" means collectively, the Supported Products and the Supported Systems
- (f) "New Software" includes patches, Updates, or feature upgrades for Supported Products.
- (g) "Supported Products" are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.
- (h) "Supported Sites" are the locations specified on a Maintenance Services Order Form or Statement of Work.
- (i) "Supported Systems" are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.
- (j) "Replacement Hardware" is hardware that Seller provides as part of the Maintenance Services.
- (k) "Vendor Management" are certain functions Seller performs to instruct third party vendors, or request products or services on Customer's behalf from third party vendors, under Customer's supply contracts with such third party vendors.

## 2. PROVISION AND SCOPE OF MAINTENANCE SERVICES.

- (a) Order Form and Provision of Maintenance Services. Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the applicable Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.
- (b) **Title and Risk of Loss of Supported Products.** Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a "Loss"), and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.
- (c) **Monitoring.** Provided it does not allow Seller access to information that would otherwise be protected or deemed confidential under the law, Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work.
- (d) **Error Correction.** Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.
- (e) **Help Line Support.** Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.
- (f) **Updates.** Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.
- (g) **End of Support.** The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.
- (h) **Replacement Hardware**. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer's receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.
- (i) Added Products. If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term

(as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(j) **General Limitations.** Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software. The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

## 3. CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.

- (a) **Provision of Supported Products and Supported Systems.** Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.
- (b) **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.
- (c) **Identification of Maintained Products.** Customer will not remove any identification tags or other markings from any Maintained Product.
- (d) **Vendor Management Authorization.** Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.
- (e) **Third Party Hosting.** For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.
- 4. **SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

## 5. TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.

(a) Maintenance Services Term. Unless a different term is specified on the applicable Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term and subject to the terms of Attachment A, Article I, Section 1(e), Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Authority provides Seller with written notice of its intent not to renew. Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least one hundred twenty (120) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term Seller provides the authority with written notice of its intent not to renew.

## (b) Termination Rights of Maintenance Services.

- 1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.
- 2) **For Cause.** Customer may terminate the applicable Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party. Seller may terminate the applicable Maintenance Services included in a Solution Summary by providing written notice to Customer if Customer fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a one hundred twenty (120) day period after it has received from Seller a written notice that details the breach and requests that the breach be cured.

## 6. MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.

(a) Maintenance Services Warranty. Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the

deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# PUBLIC SAFETY MANAGED SERVICES OFFERING & SERVICE LEVEL AGREEMENT (SLA)

Brian Kelley VP, Public Safety sales



### C1 – Public Safety Managed Services Offering

C1-E911 Managed Services Offering and Service Level Agreements (SLA)

- Provide 24/7 Unlimited Call-In Support to Customer Service Centers (CSC)
  - All calls answered within the US and directly by C1-CSC Engineers
  - Multiple CSCs across various US time zones
- Provide 24/7 Online Ticketing System Access
  - Customers can access our online ticketing system 24/7 to open tickets, check the status of existing tickets, update team member information and profiles
- Provide 24/7 Unlimited Onsite Support
  - o ConvergeOne-E911 Field Engineer's only service 911 centers
  - o Currently, seventeen (17) E911 Field Engineers
  - Five (5) E911 Field Engineers serve the Denver Metro area 911 centers
- Provide 24x7x365 Monitoring & Support of all 911 centers
  - SolarWinds Application customized for 911 center monitoring
- Network Services
  - C1 provides WAN networks (Lumen/LE/Masergy) and hardware to connect 911 centers to Carbyne/AWS Gov Cloud Services.
  - C1 provides 24/7 Managed Services to support WAN uptime, provide software updates to WAN hardware, and provide trouble ticket support for network remedy and repair when necessary
- Monthly E911 System Reports provided every 30 days based on our 24/7 monitoring
  - Reports are generated by PSAP's designated C1-Field Engineer and emailed monthly to the appropriate PSAP & IT Support Personnel.
- Monthly Preventative Maintenance Scheduled for each 911 site
  - Specific Maintenance schedule & Check List maintained for all 911 sites.



### C1 Service Level Agreements (SLA)

### **Case Priority Classifications**

All cases opened by our Customer Support Center (CSC) are classified under one of the following priorities. Based on defined definitions, the customer can ask for the priority to be escalated. The case priority can be lowered if the customer and the CSC agree.

Priority Level	Definition	Remote Callback Response Time Goal	911 Managed Services On- Site Response Time Goal*
1 - Product Failure or Loss of Service	The client's production environment is down, which will critically impact the Client's business operations if service is not restored quickly. ConvergeOne and the Client are willing to commit full-time resources "around the clock" to resolve the situation or until the incident is de-escalated.	Upon Notificatio n	2 Hours
2 - Severely Impaired functionality (more than 50%)	Client's production environment is severely degraded, impacting significant aspects of Client's business operations. ConvergeOne and Client are willing to commit full-time resources during ConvergeOne's regular business hours to resolve the situation or until the incident is de-escalated.	1 Hour	4 Hours
3 - Non-Critical System Failure (Less than 50%)	The client's performance has deteriorated. Functionality is impaired, but most business operations continue.	8 Business Hours	24 Hours
4 - Inquiry	The client requires information or assistance on vendor product capabilities or configuration.	Next Business Day	Next Business Day



3

### **Technical Escalation Procedure**

### **Priority 1**

- Escalation to Tier II engineer within 30 minutes after start time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer at 1 hour after start time
- Escalation to CSC Director after 4 hours after start time
- Escalation to Executive Management after 12 hours after start time

### **Priority 2**

- Escalation to Tier II engineer within 1 hour after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer 2 hours after starting time
- Escalation to CSC Director after 6 hours after start time
- Escalation to Executive Management after 24 hours after start time

### **Priority 3**

- Escalation to Tier II engineer within 2 hours after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer at 4 hours after start time
- Escalation to CSC Director by duty manager after 24 hours after start time
- Escalation to Executive Management after 72 hours after start time

### **Priority 4**

- Escalation to Tier II engineer within 4 hours after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to Tier III engineer at 8 hours after start time
- Escalation to CSC Director 48 hours after start time



### **On-Site Response Procedure**

- The CSC will deploy an engineer to go on-site if one of the following conditions is met.
  - o Equipment needs to be replaced
  - o A determination that an onsite technician is necessary

### **ConvergeOne Case Closure Procedure**

- The following criteria must be met before closing out a case.
  - o Issue resolved
  - Customer approval
  - o No customer response in 48 hours



### Exhibit B

### **INSURANCE REQUIREMENTS**

Vendor 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 Vendor, 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 Vendor 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 Vendor'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 Vendor under this agreement.

### **OTHER INSURANCE PROVISIONS:**

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

Additional Insured Status. 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 Vendor 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 Vendor'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).

<u>Primary Coverage</u>. For any claims related to this contract, the **Vendor's insurance coverage** shall be primary insurance. Any insurance or self-insurance maintained by the County, its

officers, officials, employees, or volunteers shall be excess and non- contributory to the Vendor's insurance.

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

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

Self-Insured Retentions, Deductibles and Coinsurance. The Vendor 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. The County may require the Vendor 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 the County. The Vendor will indemnify the 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 the 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 Vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Verification of Coverage. Vendor shall furnish the 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 The County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. the part of the Vendor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the 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

<u>Subcontractors.</u> Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure the County is an additional insured on insurance required from subcontractors.

<u>Failure to Procure or Maintain Insurance</u>. The Vendor 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 Vendor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that the County and the Authority are relying on, and do 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 the County or the Authority, its officers, or its employees

### **Special Risks or Circumstances**

The 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.

Approved by:	
	Megan Datwyler
	Risk Manager



Date: 5/5/2025 Page #: 1 of 3

Documents #: OP-000864612

SO-000976887

Solution Name: C1-NICE Managed Services
Customer: Douglas County Sheriff E-911

# **Solution Summary Summary Maintenance Services Order Form**

**Customer:** Douglas County Sheriff E-911

Bill To Address: PO BOX 2140

DCSO/DCETSA

ATTN: DENI SHINN

CASTLE ROCK, CO 80104-1511

Customer ID: VTWDOUCOU0003

istomer ib. VIVIDOUCOUUUS

Contact: Grace Reinis
Contact Phone: 303-660-7500

Account Executive: Brian Kelley

Email: bkelley@onec1.com

Quote #: SO-000976887

**Quote Date:** 5/5/2025

Quote Valid Until: 7/5/2025

**Master Maintenance Agreement #:** 

Region: West Public Sec

Customer PO:

Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
4000 JUSTICE WAY, CASTLE ROCK, CO, 80109-7802		\$41,400.00

The term of this contract is 60 months.	Total Annual Payment	\$41,400.00
Coverage Term: September 1, 2025 – August 31, 2030	Total Value for this MSO	\$207,000.00

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

For Maintenance Services or Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows: upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1)



Date: 5/5/2025 Page #: 2 of 3

Documents #: OP-000864612

SO-000976887

Solution Name: C1-NICE Managed Services
Customer: Douglas County Sheriff E-911

subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

ACCEPTED BY:			
BUYER:	DATE:	SELLER:	DATE:
TITLE:		TITLE:	



Date: 5/5/2025 Page #: 3 of 3

Documents #: OP-000864612

SO-000976887

Solution Name: C1-NICE Managed Services
Customer: Douglas County Sheriff E-911

### **Supported Site Details Appendix**

Customer	Douglas County Sheriff E-911	Quote #	SO-000976887
Customer ID	VTWDOUCOU0003	<b>Quote Date</b>	5/5/2025

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site De	tail				
Address, City, State, Zip		Sold To	Address C	ode	Total Annual Price
	JSTICE WAY, CASTLE CO, 80109-7802		SHIP7		\$41,400.00
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	VT- MANAGED911SERVICE	C1 MANAGED 911 SERVICES:  • 24x7 Monitoring of NICE System  • 24x7 Onsite Response for remedy and repair  • 24x7 Customer Services Center Support  • Online Customer Portal Access  • Monthly Preventative Maintenance Visits		\$41,400.00	\$41,400.00
				Total Annual Price	\$41,400.00
				Total Value for Site	\$207,000.00

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Janet Peterson, Engineering Agreements Technician

**DESCRIPTION:** Resolution Approving the Draw in the Amount of \$195,420.15 on Irrevocable

Letter of Credit No. 100107380-3, issued by AMG Bank, National Trust Bank,

In Connection with Arrowpoint Subdivision - DV2020-197 - Warranty

Performance Security.

**SUMMARY:** In accordance with the Subdivision Improvements Agreement for Private

Development (SIA) dated September 27, 2021, for Arrowpoint Subdivision, the owner, Franktown Development Company, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Final Release of Security for Private

Improvements of all private improvements of the project.

The Letter of Credit (No. 100107380-3 - \$195,420.15 - AMG National Trust Bank) has an expiration date of November 8, 2025. The developer has been notified by FedEx (September 18, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received

prior to the expiration date of November 8, 2025.

RECOMMENDED ACTION:

Approval of a resolution to draw upon Irrevocable Letter of Credit No. 100107380-3, in the amount of \$195,420.15 no later than November 8, 2025. The County shall hold the funds until Final Release of Security for Private

Improvements has been granted in accordance with the SIA.

**REVIEW:** 

Kristina Mann Approve 10/16/2025 Jeff Garcia Approve 10/17/2025 Christie Guthrie Approve 10/20/2025 Doug DeBord Approve 10/21/2025

### **ATTACHMENTS:**

Cover Page Arrowpoint Correspondence Resolution - LOC AMG Bank - Arrowpoint DV2020-197



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Janet Peterson, Engineering Agreements Technician

**DESCRIPTION:** Resolution Approving the Draw in the Amount of \$195,420.15 on Irrevocable

Letter of Credit No. 100107380-3, issued by AMG Bank, National Trust Bank,

In Connection with Arrowpoint Subdivision - DV2020-197 - Warranty

Performance Security.

**SUMMARY:** In accordance with the Subdivision Improvements Agreement for Private

Development (SIA) dated September 27, 2021, for Arrowpoint Subdivision, the owner, Franktown Development Company, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Final Release of Security for Private

Improvements of all private improvements of the project.

The Letter of Credit (No. 100107380-3 - \$195,420.15 - AMG National Trust Bank) has an expiration date of November 8, 2025. The developer has been notified by FedEx (September 18, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received

prior to the expiration date of November 8, 2025.

RECOMMENDED ACTION:

Approval of a resolution to draw upon Irrevocable Letter of Credit No. 100107380-3, in the amount of \$195,420.15 no later than November 8, 2025. The County shall hold the funds until Final Release of Security for Private

Improvements has been granted in accordance with the SIA.

**REVIEW:** 

 Kristina Mann
 Approve
 10/16/2025

 Jeff Garcia
 Approve
 10/17/2025

 Christie Guthrie
 Approve
 10/20/2025

 Doug DeBord
 Approve
 10/21/2025

ATTACHMENTS:

Arrowpoint Correspondence				
Resolution - LOC AMG Bank - Arrowpoint DV2020-197				



www.douglas.co.us

**Engineering Division** 

September 18, 2025

Franktown Development Company, LLC Wallace E. Carroll, Jr. Manager 609 W. Littleton Blvd., Suite 206 Littleton, CO 80120

File No.: DV2020-197

RE: Expiration of Letter of Credit No. 100107380-3 – Arrowpoint Subdivision, Warranty Performance.

Dear Wallace,

Please be advised that the letter of credit in the amount of \$195,420.15 held as Warranty Performance security for the above referenced project expires on **November 8, 2025.** This letter of credit should be amended to extend the expiration date for at least a **one-year period** and submitted to this office no later than *October 27, 2025*. It is the policy of Douglas County to maintain current security for all projects *until the improvements have been inspected and approved for final release* by the Engineering Inspections Division.

We must hear from you by October 27, 2025, or the matter will be heard before the Board of County Commissioners at the regular business meeting on October 28, 2025, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.

Per the terms and conditions of the Subdivision Improvements Agreement for Private Development, dated September 27, 2021, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County Engineering.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely.

Janet Peterson

Engineering Agreements Technician

Attachments

Franktown Development Company, LLC September 18, 2025 Page 2

C: Janet Herman, P.E., Public Works Engineering Director Zeke Lynch, P.E., Assistant Director Public Works Engineering AMG National Trust Bank, Doug Meckelnburg, Chief Credit Officer 1155 Canyon Blvd., Suite 310, Boulder, CO 80302 File

**DOUGLAS COUNTY** 

OCT 2 5 2024

ENGINEERING SERVICES

# AMENDMENT NO. 002 TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. 100107380-3 DATED November 8, 2021

This page shall be attached to and become an integral part of the above referenced Letter of Credit

Beneficiary:
The Board of County Commissioners of the County of Douglas

100 Third St Castle Rock, CO 80104 ATTN: Janet Peterson

November 8, 2024

Applicant: Franktown Development Company, LLC 609 W Littleton Blvd, Suite 206 Littleton, CO 80120

Dear Sir or Madam:

At the request of and for the account of our customer, the above referenced Letter of Credit issued in your favor in the amount of \$195,420.15 is amended as follows:

### 1. This Letter of Credit is hereby extended to November 8, 2025

All other terms and conditions of the original Letter of Credit shall remain unchanged and in full force and effect.

Indicate your acceptance or rejection of this amendment by signing the enclosed copy and returning it in the envelope provided.

Accepted Rejected Rejected

**AMG National Trust Bank** 

Doug Meckelnburg Chief Credit Officer

Sincerely,

## Transaction Record



C2010294463 - new trocking

TRACKING NO .:

SHIP DATE:

**ESTIMATED SHIPPING CHARGES:** 

884491976422

Sep 18, 2025

8.85 USD

From address

**Douglas County** 

Janet Peterson 100 Third Street

80104 CO Castle Rock

US

Phone: 3036636240

jlpeterson@douglas.co.us

To address

Franktown Development Company, LLC

Wallace E. Carroll, Jr. 609 W. Littleton Blvd., Suite 206

80120 CO LITTLETON

US

Phone: 3036636240

changed to 2195 Prims Rd.

Package information

Pieces Weight Dimensions (LxWxH) Carriage value Package options

1 x

1.00 lb

Packaging type:

Your Packaging

Service:

FedEx Standard Overnight

n/a

Pickup / drop-off type:

I'll drop off my shipment at a FedEx

location

**Billing information** 

Bill transportation cost to:

\*\*\*\*\*155

Bill duties, taxes and fees to:

Your reference:

DV 20 197

P.O. No.:

Invoice No.:

Department No.:

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.



Tracking ID: 884491976422 □ <



Wednesday, 9/24/25 at 2:23 PM

Left on porch
Signed for by: Signature not required



- **⊚** GPS delivery location
- ightarrow View more details
- Report missing package

#### From

Douglas County 100 Third Street Castle Rock,CO US 80104

#### To

Franktown Development Company, LLC 609 W. Littleton Blvd., Suite 206 LITTLETON, CO US

### **OUR COMPANY**

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#### **RESOLUTION NO. R-025-**

## THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE DRAW IN THE AMOUNT OF \$195,420.15 ON IRREVOCABLE LETTER OF CREDIT NO. 100107380-3 ISSUED BY AMG NATIONAL TRUST BANK IN CONNECTION WITH ARROWPOINT SUBDIVISION (DV2020-197) WARRANTY IMPROVEMENTS, EXECUTED BY FRANKTOWN DEVELOPMENT COMPANY, LLC,

WHEREAS, on November 8, 2021, AMG National Trust Bank issued its Irrevocable Letter of Credit No. 100107380-3 ("LOC"), and subsequent amendments, in the amount of \$195,420.15, and

WHEREAS, said Letter of Credit was issued at the request of Franktown Development Company, LLC ("Developer"), as Warranty Performance, of its obligations under the Subdivision Improvements Agreement for Private Development ("SIA"), for Project No. DV2020-197 and

WHEREAS, said Letter of Credit will expire on November 8, 2025, and, under the terms and conditions of the Subdivision Improvements Agreement for Private Development (SIA"), security must remain valid and in full force and effect until all required improvements have been completed and inspected by Douglas County; and

**WHEREAS**, the Douglas County Engineering Division has determined that those obligations of Franktown Development Company, LLC have not been fulfilled; and

**WHEREAS**, Franktown Development Company, LLC is in default in the performance of its obligations under the SIA; and

**WHEREAS,** Franktown Development Company, LLC was provided with a minimum of fourteen days' written notice of Douglas County's intention to draw on said Letter of Credit: and

WHEREAS, Franktown Development Company, LLC was provided timely notice of the hearing on this matter; and

WHEREAS, the Board of County Commissioners has concluded that in order to maintain its security for the performance of the obligations of Franktown Development Company, LLC, under the terms of the SIA, it must draw on said Letter of Credit No. 100107380-3, in the amount of \$195,420.15 now, therefore,

**BE IT RESOLVED** by the Board of County Commissioners of the County of Douglas, State of Colorado, that the Chair or Vice Chair of the Board of County Commissioners is authorized and directed to draw on said Letter of Credit No. 100107380-3, issued by AMG National Trust Bank, in the amount of \$195,420.15, and to execute any statement, draft, or other documents necessary to accomplish said draw on or before November 8, 2025; now, therefore,

	own Development Company, LLC extends said Letter draw is made, this resolution shall have no further t shall not be made.
PASSED AND ADOPTED this County, Colorado.	day of October 2025, in Castle Rock, Douglas
THE BOARD OF COUNTY COMMISSI OF THE COUNTY OF DOUGLAS, COL	
BY:Chair	
ATTEST:	
Hayley Hall, Clerk to the Board	

www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Commander Alan Stanton

**DESCRIPTION:** Amendment of Exhibit B, Private Parking Restricted Areas, Including

Additional Locations within the County to Control and Regulate the Movement and Parking of Motor Vehicles on Private Property, from Ordinance O-25-001,

An Ordinance for the Regulation of Traffic and Parking.

SUMMARY: On April 22, 2025 (amended June 24,2025), the Board of County

Commissioners ("Board") adopted Ordinance No. O-025-001, an Ordinance for the Regulation of Traffic and Parking; Repealing All Ordinances and Resolutions in Conflict Therewith; and Providing Penalties for Violation Thereof (the "Ordinance."). Section 2 of the Ordinance pertains to traffic enforcement on certain private parking lots at the request of the owners. Said

private lots are identified on Exhibit B to the Ordinance.

From time to time, the County receives requests for enforcement on additional private lots. Pursuant to Section 2 of the Ordinance, for the purpose of expedience, such additional lots may be added to the Ordinance, without requiring an amendment to the Ordinance itself, through an amendment to Exhibit B to be approved by motion of the Board of County Commissioners.

The County has received requests for enforcement on additional lots.

RECOMMENDED

**ACTION:** Request the Board Chair review and approve the attached amended Exhibit B,

by motion, as contemplated by Section 2 of the Ordinance

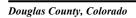
**REVIEW:** 

Darren WeeklyApprove10/16/2025Jeff GarciaApprove10/16/2025Christie GuthrieApprove10/16/2025Doug DeBordApprove10/20/2025

### **ATTACHMENTS:**

Cover Page

Ordinance No. O-025-001 An Ordinance for the Regulation of Traffic and Parking Amended Exhibit B 101025



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Commander Alan Stanton

**DESCRIPTION:** Amendment of Exhibit B, Private Parking Restricted Areas, Including

Additional Locations within the County to Control and Regulate the Movement and Parking of Motor Vehicles on Private Property, from Ordinance O-25-001,

An Ordinance for the Regulation of Traffic and Parking.

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The County has received requests for enforcement on additional lots.

RECOMMENDED

**ACTION:** Request the Board Chair review and approve the attached amended Exhibit B,

by motion, as contemplated by Section 2 of the Ordinance

**REVIEW:** 

Darren WeeklyApprove10/16/2025Jeff GarciaApprove10/16/2025Christie GuthrieApprove10/16/2025Doug DeBordApprove10/20/2025

### **ATTACHMENTS:**

Ordinance No. O-025-001 An Ordinance for the Regulation of Traffic and Parking Amended Exhibit B 101025



# ORDINANCE NO. O-025-001 As Amended June 24, 2025

# THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

### AN ORDINANCE FOR THE REGULATION OF TRAFFIC AND PARKING; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

- WHEREAS, pursuant to C.R.S. § 30-15-401(1)(h), the Board of County Commissioners ("Board") is authorized to adopt ordinances to control and regulate the movement and parking of motor vehicles on public property; and
- WHEREAS, pursuant to C.R.S. § 42-4-111(l)(a) and (c), the Board is authorized to regulate or prohibit the stopping, standing or parking of vehicles and to regulate traffic by means of Official Traffic Control Devices; and
- WHEREAS, C.R.S. § 42-4-1210(1), provides that the owner or lessee of any private property available for public use in the unincorporated areas of a county may request in writing that specified areas on such property be designated by the Board for use only by authorized vehicles; and
- WHEREAS, C.R.S. § 42-4-1210(1), further provides that said areas, upon acceptance in writing by the Board, shall be clearly marked by the owner or lessee with Official Traffic Control Devices, as defined in C.R.S. § 42-1-102(64); and
- WHEREAS, C.R.S. § 42-4-1210(2), provides that it is unlawful for any person to park any vehicle other than an authorized vehicle in any area designated and marked for such use as provided therein; and
- WHEREAS, C.R.S. § 42-4-110(1), authorizes all local authorities, including counties, to adopt by reference all or any part of a model traffic code; and
- **WHEREAS**, the Board has previously adopted the 2020 edition of the "Model Traffic Code for Colorado" and desires to replace the 2020 edition with the recently published 2024 edition; and
- WHEREAS, the Board has previously adopted the "Manual on Uniform Traffic Control Devices" as authorized by C.R.S. § 42-4-104, which addresses all aspects of "traffic control devices"; and

WHEREAS, the Board desires to adopt this ordinance establishing consolidated parking and traffic enforcement and establishing the current authorities and priorities thereof on which Douglas County will rely, hereby superseding and revoking all prior ordinances and resolutions inconsistent or overlapping herewith; now therefore.

# BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS as follows:

### PART I: GENERAL

**Purpose.** The purpose of this ordinance is to promote the general public welfare and safety by imposing and enforcing reasonable and necessary traffic and parking restrictions in the County.

**Definitions.** Unless otherwise specified or the context otherwise requires, the following words shall have the following meanings throughout this ordinance.

"Authorized Emergency Vehicle" means such vehicles of the fire department, police vehicles, ambulances, and other special-purpose vehicles as are publicly owned and operated by or for a governmental agency to protect and preserve life and property in accordance with state laws regulating emergency vehicles; said term also means such privately owned vehicles as are designated by the state motor vehicle licensing agency, necessary to the preservation of life and property, to be equipped and to operate as emergency vehicles in the manner prescribed by state law.

"Automobile" means any motor vehicle.

"County" means Douglas County, Colorado.

"Commercial Vehicle" means any vehicle as defined C.R.S. § 42-4-235(1)(a).

"Law Enforcement Officers" shall mean the Douglas County Sheriff, Undersheriff and his or her deputy sheriffs.

"Official Traffic Control Device" means all signs, signals, markings, and devices, not inconsistent with Title 42 of the Colorado Revised Statutes, placed or displayed by authority of a public body or official having jurisdiction, for the purpose of regulating warning, or guiding traffic.

"Owner" means a person who holds the legal title of a vehicle: or, if a vehicle is the subject of an agreement for tile conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee or if a mortgagor of a vehicle is entitled to possession, then such conditional vendee or

lessee or mortgagor shall be deemed the owner for purposes herein. The term also includes parties otherwise having lawful use or control or the right to use or control a vehicle for a period of thirty days or more.

"Park" or "parking" means the standing of a vehicle, whether occupied or not, other than very briefly for the purpose of and while actually engaged in loading or unloading property or passengers.

"Private Property" shall mean private property available for public use within the meaning of C.R.S. § 42-4-1210.

"Residential Parking Permit Area" means a contiguous or nearly contiguous residential area containing public streets more particularly described in <u>Exhibit A</u>, attached hereto and incorporated by reference herein, on which motor vehicle parking is prohibited at certain times, except for vehicles displaying a parking permit as provided in this ordinance.

"Stand" or "standing" means the halting of a vehicle, whether occupied or not, other than momentarily for the purpose of and while actually engaged in receiving or discharging passengers.

"Stop" or "stopping" means, when prohibited, any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Law Enforcement Officer or Official Traffic Control Device.

"Vehicle" means any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks.

**Enforcement.** This ordinance shall be enforced by the Douglas County Sheriff.

**Violation.** It shall be unlawful for any person to violate any provision of this ordinance or to disobey any Official Traffic Control Devices referenced herein. In any prosecution for any violation of this ordinance wherein the identity of the violator is in question (such as parking citations issued when the driver of the vehicle is not present), there shall be a rebuttable presumption that the violation was committed by the Owner of the motor vehicle in which the violation occurred.

**Disposition of Fines and Forfeitures.** Unless otherwise provided by law, all fines and penalties, and the surcharge thereon, for the violation of this ordinance shall be paid into the treasury of Douglas County.

Surcharges. In addition to the fines and penalties prescribed in this ordinance, any person

convicted of a violation of this ordinance shall be subject to the statutory surcharges of ten dollars (\$10.00) for the Victims and Witnesses Assistance and Law Enforcement Fund, and (\$22.00) for the Colorado Traumatic Brain Injury Trust Fund. Effective January 1, 2013, Colorado requires law enforcement to collect a \$1 surcharge to supplement the Family-Friendly Court Program Cash Fund. These surcharges shall be paid to the clerk of the court by each person convicted of violating this ordinance. The clerk shall transmit the moneys to the respective funds in accordance with C.R.S. § 30-15-402(2).

**Scope.** This ordinance shall apply to every street, alley, sidewalk, driveway, park, and to every other public way or public place, or public parking area (except where such application is prohibited by C.R.S. § 30-15-401(9)(a) and § 42-4-111(1)), or private property as specifically designated herein, within the unincorporated territory of Douglas County and to all other areas designated herein. This ordinance shall in no way limit application and enforcement of any statutes of the State of Colorado but shall be in addition thereto.

Severability. If any part or parts of this ordinance are for any reason held to be invalid, such provision shall not affect the validity of the remaining portions of this ordinance. The Board of County Commissioners hereby declares that it would have passed this ordinance and each part or parts hereof, irrespective of the fact that any one part or parts be declared invalid.

Repeal. All ordinances and/or resolutions or parts or ordinances and/or resolutions inconsistent with provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

### PART II: TRAFFIC

Section 1.

Adoption. Pursuant C.R.S. §§ 42-4-110(1) and 30-15-401(1)(h), there is hereby adopted by reference Articles I and II, inclusive, of the 2024 edition of the "Model Traffic Code for Colorado," promulgated and published as such by the Colorado Department of Transportation, Traffic Safety Engineering Services, 2829 West Howard Place, Denver, Colorado 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations. The purpose of this ordinance is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and nation. Copies of the Model Traffic Code adopted herein are on file in the office of the Clerk and Recorder of Douglas County, Colorado, and may be inspected during regular business hours.

### Section 2.

<u>Deletions.</u> The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to Douglas County and are therefore expressly deleted:

- (a) Section 107
- (b) Section 203
- (c) Section 228 (7)
- (d) Section 233
- (e) Section 235
- (f) Section 238
- (g) Section 239 (3) & (5.5)
- (h) Section 507
- (i) Section 508
- (j) Section 509
- (k) Section 510
- (I) Section 607 (2)(b)
- (m) Section 705 (2), (2.5), & (2.6)
- (n) Section 714 (2)(b)
- (o) Section 1008.5
- (p) Section 1101 (12)(b)
- (q) Section 1105
- (r) Section 1401
- (s) Section 1402
- (t) Section 1402.5
- (u) Section 1406 (1)(b)
- (v) Section 1407 (3)(c)
- (w) Section 1409
- (x) Section 1412
- (y) Section 1415
- (z) Section 1701
- (aa) Section 1705
- (bb) Section 1706
- (cc) Section 1707
- (dd) Section 1709(6)
- (ee) Section 1717
- (ft) Section 18 Abandoned Vehicles
- (gg) Section 1901
- (hh) Section 1902
- (ii) Section 1903
- (jj) Section 1904

### Section 3. Penalty Assessment Procedure and Penalty Schedule

- (a) Any person who violates any of the provisions of this Part II commits a traffic infraction, pursuant to C.R.S. § 30-15-402(1). The penalty assessment procedure provided in C.R.S. § 16-2-201, shall be followed by the arresting officer for any such violation of this ordinance.
- (b) The County hereby elects to have the provisions of C.R.S. § 42-2-127(5.5)(b), apply to violations of this ordinance. If a violator receives a penalty assessment notice for a violation of this ordinance, and such person pays the fine and surcharge for the violation on or before the date the payment is due, the points assessed for the violation are reduced as follows:
  - (1) for a violation having an assessment of three or more points, the points are reduced by two points;
  - (2) for a violation having an assessment of two points, the points are reduced by one point.
- (c) For its schedule of fines and penalties, the County incorporates by this reference the schedule of fines and penalties set forth in C.R.S. § 42-4-1701(as that section may be amended), as those fines and penalties correspond to the sections of the Model Traffic Code adopted by this ordinance, for all cases wherein the alleged violator acknowledges guilt or liability, is found guilty by a court of competent jurisdiction, or has judgment entered against him/her. If the penalty assessment procedure is not used, and the alleged offender is found guilty, court costs may be assessed in addition to the fine and penalties set forth in C.R.S. § 42-4-1701, and surcharges.
- (d) In the case of multiple traffic offenses involving aggressive driving, the applicable penalty or penalty assessment shall be doubled for each traffic offense. For purposes of this subsection, "aggressive driving" means committing any two or more of the following violations in a single act or series of acts in close proximity to another motor vehicle:

  1) exceeding the speed limits (1101); 2) following too closely (1008);
  3) failure to obey official traffic control devices (603, 604); 4) passing when not permitted / not safe (1004, 1005); 5) failure to give an adequate signal (903); 6) failure to yield right-of-way (701, 702, 703); and 7) unsafe lane change (1007).
- (e) The imposition of any penalty imposed pursuant to this Part II shall not preclude impound where appropriate pursuant to Part IV.

### PART III: PARKING

The restrictions, procedures and penalties provided in this Part III shall be in addition to those provided in Part II.

### Section I. Residential Parking Permit Areas

### Purpose.

Sometimes persons in residential areas request assistance reducing hazardous traffic conditions resulting from nonresidents competing with residents to park their vehicles in certain residential areas; to protect those residential areas from polluted air, excessive noise, and refuse caused by the entry of nonresident vehicles; to protect residents from unreasonable burdens in gaining access to their residences; to preserve the character of residential areas; to promote efficiency in maintaining streets in residential areas in a clean and safe condition; to preserve the value of the property in residential areas; to promote traffic safety and the safety of children and other pedestrians in residential areas; and to promote the peace, comfort convenience, and welfare of all residents of the County.

### Establishment.

The Board hereby establishes Residential Parking Permit Areas in the areas more particularly described in <u>Exhibit A</u> as may be amended from time to time by motion of the Board of County Commissioners, attached hereto and incorporated herein.

### Parking Without Permit Prohibited.

It shall be unlawful for any motor vehicle to be parked on a public street within the Residential Parking Permit Areas, more particularly described in Exhibit A, as directed by the signage installed by the Division of Engineering Services, unless the vehicle properly displays a parking permit authorized by this ordinance.

### Posting of Signs.

The Division of Engineering Services shall post appropriate signs within the areas more particularly described in <u>Exhibit A</u>, advising motorists of the days and hours when motor vehicle parking within said area shall be prohibited except by permit.

### Penalty.

Any person who violates any of the provisions of this Section 1 on any public street or public facility commits a Class A Traffic Infraction, and upon conviction thereof, shall be punished by a fine of seventeen dollars (\$17.00) for each separate violation. Any person who violates any of the provisions of this ordinance on any private road or private facility commits a Petty Offense, and upon conviction thereof, shall be punished by a fine of twenty-five dollars (\$25.00) for each separate violation. The penalty assessment procedure provided in C.R.S. § 16-2-201, may be followed by the arresting officer for any such violation of this ordinance. In the event that a violation of the Part II exists which is outside the scope of this Part III, the violations may be treated as two separate violations and two penalties may be assessed. The penalties prescribed in this Part III shall not preclude impound where appropriate pursuant to Part IV.

#### Defenses.

It shall be a defense that the area was not properly marked with the relevant restriction at the time the violation notice is issued. It shall further be a defense that the violation was the result of direction of a Law Enforcement Officer or at the direction of an Official Traffic Control Device. It shall not be a defense to a violation otherwise contained herein if the property is improperly or not designated in the attached exhibits so long as the County was authorized to restrict and/or enforce parking restrictions in such area. It shall not be a defense that the Owner of the vehicle was not the person who placed the vehicle or allowed the vehicle to be placed in the restricted area(s) and such Owner shall be responsible for all violations involving the owner's vehicle(s). It shall not be a defense that an Official Traffic Control Device was not placed pursuant to a designated procedure so long as the location and nature of the restriction is clearly posted.

### Permits.

- A. The owner, owners, lessee or lessees of each residential unit within the residential parking permit area may be issued one or more permits which shall allow a motor vehicle to which it is affixed to be parked within the area without regard to the parking restrictions imposed by this ordinance. No more than three permits may be issued for each residential unit, unless good cause is shown for issuance of additional permits. A resident permit shall consist of a numbered decal which shall be permanently affixed to the lower left corner of the rear window of the motor vehicle.
- B. The owner or owners of each residential unit within a parking permit area may also be issued up to five (5) visitor permits. A visitor permit shall allow the motor vehicle in which it is displayed to be parked within the area without regard to the parking restrictions imposed by this ordinance. A visitor permit shall be placed on the front dash of the motor vehicle.
- C. Permits shall be issued by the Division of Engineering Services based on satisfactory evidence of residency within the area.
- D. Temporary permits. A contractor may obtain, at no cost, a reasonable number of temporary permits for vehicles of the contractor and the contractor's employees for the period of time that the contractor is engaged in work within a residential parking zone, as specified on the permit.
- E. Resident permits shall be numbered and shall not be transferable from one residence or vehicle to another.
- F. Resident and visitor permits shall remain the property of the County. Where the maximum number of resident permits have been issued for a residential unit, a resident permit shall be voided by the County for each new resident permit issued.

### Section 2. <u>Private Property Parking Restrictions</u>

### Purpose.

Private Property owners may request that the Board may accept designation of specified areas for use only by authorized vehicles pursuant to C.R.S. § 42-4-1210. Upon acceptance in writing by the Board, the owner of such private property is required to clearly mark the area with Official Traffic Control Devices. Such areas are listed in <a href="Exhibit B.">Exhibit B.</a> as may be amended from time to time by motion of the Board of County Commissioners, attached hereto and incorporated herein. Violations of such postings shall be a violation of this Part III.

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### Penalty.

Any person who violates any of the provisions of this Section 2 on any public street or public facility commits a Class A Traffic Infraction, and upon conviction thereof, shall be punished by a fine of seventeen dollars (\$17.00) for each separate violation. Any person who violates any of the provisions of this ordinance on any private road or private facility commits a Petty Offense, and upon conviction thereof, shall be punished by a fine of twenty-five dollars (\$25.00) for each separate violation. The penalty assessment procedure provided in C.R.S. § 16-2-201, may be followed by the arresting officer for any such violation of this ordinance. In the event that a violation of the Part II exists which is outside the scope of this Part III, the violations may be treated as two separate violations and two penalties may be assessed. The penalties prescribed in this Part III shall not preclude impound where appropriate pursuant to Part IV.

#### Defenses.

It shall be a defense that the area was not properly marked with the relevant restriction at the time the violation notice is issued. It shall further be a defense that the violation was the result of direction of a Law Enforcement Officer or at the direction of an Official Traffic Control Device.

### Section 3. Commercial Vehicle Parking Restrictions

### Purpose.

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Within the areas designated by the Douglas County Comprehensive Master Plan, as may be amended from time to time, as Urban or Municipal Planning (Unincorporated) Areas, the parking of Commercial Vehicles on residential streets creates a safety and traffic hazard to the other residents of who live, park and travel on those residential streets. It blocks access, creates undue noise, increases air pollution, obstructs views and, in general, detracts from the residential character of residential neighborhoods. This section is adopted in order to protect the residents' safety, the safety of children and other pedestrians in the residential neighborhood, and to promote the peace, and welfare of residents of the County.

### Designated as Urban or Municipal Planning (Unincorporated) Areas.

The Board of County Commissioners designates as Urban or Municipal Planning

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(Unincorporated) Areas those areas listed on Exhibit C, as may be amended from time to time by motion of the Board of County Commissioners, attached hereto and incorporated herein.

### Parking Prohibited.

It shall be unlawful for any Commercial Vehicle to be parked on a public street within the Areas designated in Exhibit C for any length of time. A violation of this section 3 is subject to the listed penalties listed below.

### Penalty.

- Any person who violates any provisions of this Section 3 commits an infraction as defined under C.R.S. §30-15-402(1) and upon conviction thereof, shall be punished by a fine of not more than \$1,000 for each separate violation of this Ordinance, plus a surcharge of \$10 under C.R.S. §30-15-402(2). It shall be unlawful for any person to violate any provision of this ordinance referenced herein. In any prosecution for any violation of this ordinance wherein the identity of the violator is in question (such as citations issued when the driver of the vehicle is not present), there shall be a rebuttable presumption that the violation was committed by the Owner of the motor vehicle or trailer in which the violation occurred. Any person who violates any of the provisions of this Section 3 commits a traffic infraction and is punishable with a maximum fine of \$1000 dollars.
- In accordance with this section, a penalty assessment may be issued and will carry a fine of \$100 plus applicable fees and surcharges for a first offense, \$100 plus applicable fees, and surcharges for a second offense, and \$100 plus applicable fees and surcharges for a third offense within a 365-day period. Any subsequent violations within the 365-days are subject to a mandatory court appearance and is not eligible for the option of a penalty assessment.
- This applies to all cases wherein the alleged violator acknowledges guilt
  or liability, is found guilty by a court of competent jurisdiction, or has
  judgment entered against him/her. If the penalty assessment procedure
  is not authorized and/or used, and the alleged offender is found guilty,
  court costs may be assessed in addition to the fine and penalties set
  forth above.

 The imposition of any penalty imposed pursuant to this Section shall not preclude impound where appropriate pursuant to Part IV.

#### Defenses.

It shall be a defense that the vehicle was parked on a street that is not within a highly urbanized area designated on Exhibit C at the time of the violation. It shall further be a defense that the violation was the result of the direction of a Law Enforcement Officer or at the direction of an Official Traffic Control Device. It shall also be a defense that the Commercial Vehicle was, at the time of the violation, engaged in a service to a residence within the area such as loading and/or unloading a moving truck, critical service repair, such as power, water or emergency vehicles. It shall also be a defense that the owner of the vehicle is a tow truck driver under contract with a local law enforcement agency to provide emergency towing services and the driver was on an on-call status at the time of the violation. It shall not be a defense that the Owner of the vehicle was not the person who placed the vehicle, trailer, or allowed the vehicle, trailer to be placed in the restricted area(s) and such Owner shall be responsible for all violations involving the owner's vehicle(s).

**Disposition of Fines and Forfeitures.** Unless otherwise provided by law, all fines and penalties, and the surcharge thereon, for the violation of this ordinance shall be paid into the treasury of Douglas County.

Surcharges. In addition to the fines and penalties prescribed in this ordinance, any person convicted of a violation of this ordinance shall be subject to the statutory surcharges of ten dollars (\$10.00) for the Victims and Witnesses Assistance and Law Enforcement Fund. Colorado requires law enforcement to collect a \$1 surcharge to supplement the Family-Friendly Court Program Cash Fund. These surcharges shall be paid to the clerk of the court by each person convicted of violating this ordinance. The clerk shall transmit the monies to the respective funds in accordance with C.R.S. § 30-15-402(2).

**Scope.** This ordinance shall apply to every street, alley, sidewalk, driveway, park, and to every other public way or public place, or public parking area (except where such application is prohibited by C.R.S. § 30-15-401(9)(a) and § 42-4-111(1)). This ordinance shall in no way limit the application and enforcement of any statutes of the State of Colorado but shall be in addition thereto.

**Severability.** If any part or parts of this ordinance are for any reason held to be invalid, such provision shall not affect the validity of the remaining portions of this ordinance. The Board of County Commissioners hereby declares that it would have passed this ordinance and each part or parts hereof, irrespective of the fact that any one part or parts be declared invalid.

#### Section 4. Recreational Vehicles Parking Restrictions

#### Purpose.

Within the areas designated by the Douglas County Comprehensive Master Plan, as may be amended from time to time, as Urban or Municipal Planning (Unincorporated) Area, residents may, from time to time, have the need to temporarily park recreational vehicles and the like on the public streets by their house, a balance must be struck between this need and the rights of other residents to the quiet enjoyment of their property. This section is adopted in order to strike that balance.

#### Designated of Heavily Urbanized Areas.

The Board of County Commissioners designates certain heavily urbanized areas listed on Exhibit D. as may be amended from time to time by motion of the Board of County Commissioners, attached hereto and incorporated herein.

#### Parking Prohibited.

It shall be unlawful for any recreational vehicle, camper, camper not on a truck, boat, mobile home, horse trailer or other trailer, motor home to be parked on any public road for longer than 72 hours within a seven-day period.

#### Penalty.

Any person who violates any of the provisions of this Part III on any public street or public facility commits a Class A Traffic Infraction, In accordance with this section, a penalty assessment may be issued and will carry a fine of Twenty-Five dollars (\$25.00) plus applicable fees and surcharges for a first offense, Fifty dollars (\$50.00) plus applicable fees and surcharges for a second offense, and One-Hundred dollars (\$100) plus applicable fees and surcharges for a third or subsequent offense within a 365-day period. The penalty assessment procedure provided in C.R.S. § 16-2-201, may be followed by the officer for any such violation of this ordinance. In the event that a violation of the Part II exists which is outside the scope of this Part III, the violations may be treated as two separate violations and two penalties may be assessed. The penalties prescribed in this Part III shall not preclude impound where appropriate pursuant to Part IV.

#### Defenses.

It shall be a defense that the vehicle was parked on a street that is not within a highly urbanized area designated on Exhibit D at the time of the violation. It shall further be a defense that the violation was the result of the direction of a Law Enforcement Officer or at the direction of an Official Traffic Control Device. It shall not be a defense that, within that 72-hour period, the vehicle, trailer or

camper was relocated to a different area of the public road within a one-mile radius of the original location of where it was parked.

#### Section 5. Public Property Parking Restrictions

The Director of Engineering Services or his/her designee shall have the authority to direct the installation of any "traffic control device" which is warranted in accordance with the Manual on Uniform Traffic Control Devices, as revised. Violations of such postings shall be a violation of this Part III.

#### PART IV: IMPOUNDS

In addition to the penalties and procedures set forth hereinabove, the Sheriff, or any person acting under his direction, is authorized to impound Vehicles, by means of towing or installation of an immobilizing device or "boot", under the following circumstances:

- (a) if the registered Owner of said Vehicle has been issued three or more traffic or parking citations that remain outstanding. For purposes of this Part IV, "outstanding" shall mean that the Owner has: failed to pay the fine or penalty imposed under said citation by the date set forth in the citation and without prior authorization, failed to appear in court on the date set forth in the citation; or
- (b) if the Vehicle has been abandoned on a public right-of-way. For purposes of this Part IV, a Vehicle shall be deemed "abandoned" if it is inoperative (regardless of registration status) or if, after an abandoned vehicle notice has been placed on the Vehicle requiring that it be moved, the Vehicle has not been removed within 72 hours; or
- (c) if the Vehicle is illegally parked, for any length of time: (1) in a manner that obstructs any roadway or emergency access; (2) in a fire zone or in front of a fire hydrant; (3) in a manner that prevents any other Vehicle from being able to move; (4) in any area marked by appropriate signage as a tow away zone; or
- (d) in any other circumstance where the sheriff or a person acting under his authority determines that it would be unsafe for the Vehicle to remain illegally parked.

The cost of recovering an impounded Vehicle shall be the responsibility of the Owner of the Vehicle and shall be in addition to any other fines or penalties that may otherwise apply.

#### PART V: CERTIFICATION

The Douglas County Clerk shall certify to the passage of this ordinance and shall have on file copies of this ordinance and the adopted Model Traffic Code available for inspection by the public during regular business hours.

#### PART VI: EFFECTIVE DATE

This ordinance shall be effective thirty (30) days after publication after adoption on second reading and shall apply to traffic offenses occurring or committed on or after said date.

INTRODUCED, READ, AND ADOPTED ON FIRST READING on April 8, 2025 and ordered published in the DENVER POST.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

ATTEST:

Hayley Hall, Deputy Clerk

Abe Laydon, Chair

SEAL SEAL

ADOPTED ON SECOND AND FINAL READING on April 22, 2025, and ordered published by reference to title only in the <u>DENVER POST</u>.

THE BOARD OF COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

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ATTEST:

Hayley Hall, Deputy Clerk

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#### CERTIFICATE

I hereby certify that the foregoing Ordinance No. 0-025-001 was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissions of the County of Douglas on April 8, 2025, and the same was published in full in the Denver Post, a newspaper of general circulation published in Douglas County, on <u>April 11</u>, 2025, and thereafter was adopted on second and final reading, as amended, at a regular public hearing of the Board of County Commissioners of the County of Douglas on April 22, 2025. Said ordinance was published in full on or before <u>April 24</u>, 2025. Said ordinance shall become effective as of <u>Maj 24</u>, 2025.

90 SEAL

Mayley Mall Deputy Clerk

State of Colorado

) )ss. )

County of Douglas

Subscribed and sworn to before me this 22, day of 4001. 2025 by Hayley Hall, Deputy Clerk.

Notary Public

My commission expires:

2/8/29

AMY T. WILLIAMS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974000634 MY COMMISSION EXPIRES 28/2029

#### CERTIFICATION

I, Hayley Hall, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. 0-025-001, entitled, AN ORDINANCE FOR THE REGULATION OF TRAFFIC AND PARKING; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF, is a true, correct and complete copy from the records in my office, that said ordinance was duly adopted by the Board of County Commissioners of Douglas County and is in full force and effect.

# EXHIBIT A RESIDENTIAL PARKING PERMIT AREAS

All or portions (as posted) of the following streets in Douglas County:

#### Highlands Ranch High School:

East of the school:

Morning Glory Court

Morning Glory Place

Morning Glory Lane

Morning Glory Way

Weeping Willow Circle (as posted - Cresthill Lane to Morning Glory Way)

#### West of the school:

Lark Sparrow Drive (as posted - Fallbrooke Drive to Sand Hill Way)

Sand Hill Court

Sand Hill Street

#### South of the school:

Townsville Circle (as posted-9614 Townville Circle to Griffith Place)

Griffith Place (as posted - Newcastle Drive to Cresthill Lane)

Queenscliffe Drive (as posted - Townsville Circle to 9688 Queenscliffe

Dr)

Queenscliffe Court

Canberra Dr (as posted- northbound from 9687 Canberra Dr. including the cul-de-sac)

Canberra Court

Parramatta Place (as posted-Queenscliffe Dr to Rockhampton Way)

#### Redstone Elementary

South of the school:

Brady Place

#### Ponderosa High School

North of the school:

Meadow View (as posted- to Pine Forest Lane on east and west

end of Meadow View)

Tamarac Court

Red Oak Way (as posted-Meadow View to Pine Forest Lane)

Bur Oak Lane (as posted- Meadow View to Pine Forest Lane)

Honey Locust Court

#### Chaparal High School

South of the school (Stonegate Terrace Subdivision) bounded by Lincoln Avenue, Stonegate Parkway, Brookstone Drive and Chambers Road:

As posted:

Brookstone Drive

Onyx Drive

Greenstone Circle

Greenstone Lane

Hedgeway Drive

Crystallo Drive

Crystallo Court

Citrine Court

Alabaster Court

Malachite Court

Tourmaline Court

Verdigris Street

Alabaster Court

# EXHIBIT B PRIVATE PARKING RESTRICTED AREAS

Highlands Ranch Recreation Center at Northridge, 8801 South Broadway, Highlands Ranch, Colorado

Highlands Ranch Recreation Center at Southridge, 4800 McArthur Ranch Road, Highlands Ranch. Colorado.

Highlands Ranch Recreation Center at Eastridge, 9568 South University Boulevard, Highlands Ranch, Colorado.

Highlands Ranch Recreation Center at Westridge, 9650 South Foothills Canyon Boulevard, Highlands Ranch, Colorado.

Backcountry Parking Area, 11950 Monarch Blvd., Highlands Ranch, Colorado.

Pinewood Townhome Association, Inc. (Pinery) 6500 North Pinewood Drive

Athletic Club at Inverness 374 Inverness Drive South.

Hydrogen Components, Inc., 12420 North Dumont Way, Littleton, Colorado

Highlands Ranch Learning Center, 405 Dad Clark Drive, Highlands Ranch, Colorado.

AMC Highlands Ranch 24, 103 West Centennial Boulevard, Highlands Ranch, Colorado

Valor Christian High School, 3775 Grace Boulevard, Highlands Ranch, Colorado

Big Dry Park - 9898 Atherton Way Highlands Ranch, Colorado 80130

Civic Green Park - 9370 Ridgeline Blvd Highlands Ranch 80129 (also the 530-700 block of Green Ash St, Highlands Ranch, Colorado 80129)

Dad Clark Park - 3385 Astorbrook Cir Highlands Ranch, Colorado 80126

Falcon Park - 9555 Fall Brooke Dr Highlands Ranch, Colorado 80130

Fly N B Park - 2910 Plaza Dr Highlands Ranch, Colorado 80129

Foothills Park - 1042 Riddlewood Rd Highlands Ranch, Colorado 80129

High Line Canal Parking Lot-1514 W. County Line Road, Littleton, Colorado 80129

Highlands Ranch Mansion - 9950 E Gateway Dr Highlands Ranch, Colorado 80126

Marcy Park - 9373 Desert Willow Rd Highlands Ranch. Colorado 80126

Northridge Park – 8800 S Broadway Highlands Ranch, Colorado 80129

Paintbrush Park - 4901 Valleybrook Dr Highlands Ranch, Colorado 80130

Plum Valley Park - 10230 S Westridge Village Pkwy Highlands Ranch, Colorado 80129

Redstone Park/Lebsack Tennis - 3280 Redstone Park Cir Highlands Ranch, Colorado 80129

Red-tail Park - 2674 Pemberly Ave Highlands Ranch, Colorado 80126

South Park Pickle Ball Complex-400 W. County Line Road, Highlands Ranch Colorado 80129

Spring Gulch Park - 9920 Silver Maple Rd/10404 Hollyhock Ct Highlands Ranch, Colorado 80129 Spring Gulch

Equestrian Area - 9490 N Highway 85 Highlands Ranch, Colorado 80129

Spring Gulch Pond - North of \$189 Brandon Dr Highlands Ranch, Colorado 80125

Tanks Park - 10371 S Broadway Highlands Ranch, Colorado 80129

Toepfer Park - 932● S Venneford Ranch Rd Highlands Ranch, Colorado 80126

Larkspur Town Hall-8720 Spruce Mountain Road, Larkspur Colorado 80118

Larkspur Town Park-8820 Spruce Mountain Road, Larkspur Colorado 80118

Larkspur Water Treatment Plant-9620 Douglas Blvd, Larkspur Colorado 80118

Larkspur Free LIBRARY- 9524 Spruce Mountain Road, Larkspur Colorado 80118

Larkspur Maintenance Yard-9070 Frank Road, Larkspur Colorado 80118

Frink CREAMERY Trailhead lot-9202 Frank Road, Larkspur Colorado 80118

# EXHIBIT C DESIGNATED URBANIZED AND MUNICIPAL PLANNING AREAS

- Primary Urban Area (Highlands Ranch);
- Chatfield Urban Area:
- Roxborough SUA;
- Pinery SUA;
- Castle Pines SUA;
- Parker Municipal Planning Area (such as Stonegate, which remains unincorporated):
- Castle Rock Municipal Planning Area; and
- Lone Tree Municipal Planning Area

# EXHIBIT D RECREATIONAL VEHICLE PARKING RESTRICTION AREAS

- Primary Urban Area (Highlands Ranch);
- Chatfield Urban Area;
- Parker Municipal Planning Area (such as Stonegate, remains unincorporated);
- Lone Tree Municipal Planning Area
- Roxborough SUA



www.douglas.co.us

**MEETING DATE:** October 28, 2025

STAFF PERSON

**RESPONSIBLE:** Zach Burns, Fairgrounds Manager

**DESCRIPTION:** Fairgrounds Business Model Adjustment

SUMMARY: Douglas County Fairgrounds: Repositioning for Growth and Community

**Impact** 

The Douglas County Fairgrounds is embarking on a bold repositioning effort to ensure the venue attracts larger, high-impact events while continuing to serve the community. The current first-come, first-served booking system limits availability for multi-day, high-value events that deliver significant economic benefit. To remain competitive, the Fairgrounds must adopt a structured, transparent approach that prioritizes events based on impact, balances economic returns with community access, aligns rental rates with market norms, and elevates its reputation as a premier regional facility.

#### Transition to an Application-Based Booking Model

A scoring-based application process will guide event scheduling:

- Event Classifications
  - o Mega Events: up to 24-month booking window
  - o Large Events: up to 12-month booking window
  - Small Events: up to 6-month booking window
- Evaluation Factors
  - Estimated attendance
  - Event duration
  - Number of facilities used
  - o Positive event history at the venue

This framework ensures peak dates are reserved for events that bring the greatest value to Douglas County.

#### **Rental Rates and Surcharges**

- Facility rental rates will increase by approximately **50%**, bringing them closer to comparable Front Range venues while maintaining competitiveness.
- Non-profit discount reduced from  $50\% \rightarrow 35\%$  (peer average).
- Eliminate the use of an adjusted Rate for events subject to surcharges.
- Security deposits standardized at \$500-\$1,000.

#### **Updated Rate Schedule**

Venue Space Current Rental Fee Updated Rental Fee

Event Center \$2,000 \$3,000 Indoor Arena \$1,000 \$1,500 Outdoor Arena \$650 \$1,000

Kirk Hall \$400 \$600

Multi-Purpose Barn North \$200 \$300 Multi-Purpose Barn South \$200 \$300

Pavilion \$100 \$200

Large Animal Barn \$500 \$750 Midway / Heritage Plaza \$300 \$200

Event Center Conference Room \$40/hour \$60/hour

#### **Venue Surcharges**

\* Surcharges adjusted to simplify and align with industry standards

Surcharge Current Surcharge Updated Surcharge

Ticketing Larger of \$1 or 5% 10% Participant Larger of \$1 or 10% 10%

Vendor Booth Surcharge Larger of \$15 or 10% 10%

#### RECOMMENDED

**ACTION:** Approval of the Fairgrounds Business Model Adjustment.

#### **REVIEW:**

Tim Hallmark	Approve	10/13/2025
Jeff Garcia	Approve	10/17/2025
Christie Guthrie	Approve	10/20/2025
Doug DeBord	Approve	10/21/2025

#### **ATTACHMENTS:**

Cover Page

FG Facility Use Policies and Procedures 10.23.2025



www.douglas.co.us

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Page 2

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# Policies & Procedures James R. Sullivan Events Center & Fairgrounds Facility Rental Information





Established 1996 Updated 1999 Fees Established 2002 Updated 2004 Adopted by the Douglas County BOCC August 30, 2005 Updated April 2017 Updated May 2025

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## Introduction

#### **Fairgrounds Mission Statement**

Provide unique and functional facilities to accommodate a diversity of family-friendly activities including civic, recreational, entertainment, business, traditional youth activities and the annual County Fair, for the community with an appreciation for the urbanization and the rural agricultural history of Douglas County.

#### **Purpose of Policies and Procedures**

The purpose of the Policies and Procedures is to provide a consistent guideline for Event Holders and users and to provide a safe and quality experience while using a Douglas County Facility.

These policies and procedures as adopted on October 28th 2025 are in compliance with Douglas County Resolution R-013-153. These policies and procedures are in compliance with Douglas County Resolution R-013-153 as adopted May 9th, 2023.

#### **Purpose of Fees**

The purpose of fees is to generate revenue to offset the operational costs of the <u>Douglas County</u> Facilities and to provide funds for future capital improvements.

#### **Establishment of Fees**

Rental fees for Douglas County Facilities will be reviewed with consideration given to:

- the service needs of the community
- the Facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital improvements

All standard fees are approved by the Douglas County Board of County Commissioners. Any variance of these fees within the established spending authority of the Douglas County Facilities, Fleet and Emergency Support Services (FFESS) Director may be approved by that Director on a case-by-case basis.

## **Definitions**

These Policies and Procedures are applicable to the following Douglas County Facilities (hereinafter referred to as "Douglas County Facilities", "Douglas County Facility", "Facilities" or "Facility"):

#### **EXHIBIT B:**

#### **Douglas County Fairgrounds**

Douglas County James R. Sullivan Events Center—(JRSEC)

Kirk Hall

**Outdoor Arena** 

Indoor Arena

Green Horse Barn

Brown Horse Barn

Whitman-Lowell Pavilion

Multi-Purpose Barn/Barns

Livestock Barns

Large Animal Barn

Heritage Plaza / Midway

#### **Douglas County or County**

Board of County Commissioners, Employees of Douglas County, County Manager, Facilities, Fleet and Emergency Support Services (FFESS) Director, Fairgrounds Manager, Facilities Project and Maintenance Manager, Fairgrounds Supervisor, technicians, custodial and support staff of any such department or office.

#### **Event**

Any activity that takes place on a scheduled date at a Douglas County Facility.

#### **Event Holder**

Any individual, organization, company or entity renting a Douglas County Facility.

#### **Facilities Management**

FFESS (Facilities, Fleet and Emergency Support Services)Director, Fairgrounds Manager, Fairgrounds Supervisor.

#### **Facilities Staff**

FFESS (Facilities, Fleet and Emergency Support Services) Director, Fairgrounds Manager, Fairgrounds Supervisor, staff Coordinators and technicians.

#### **Rental Agreement**

Written agreement between Douglas County and Event Holder acknowledging use and fee arrangement for any Event held at a Douglas County Facility.

<sup>\*</sup>All the above-referenced exhibits are attached hereto and incorporated herein.

## **Fee Schedule Categories**

For current rates contact the Fairgrounds Office or go to Douglas County Fairgrounds Website at <a href="https://www.douglas.co.us/county-fair-grounds/">www.douglas.co.us/county-fair-grounds/</a>

#### **Standard Rate**

This rate applies to any private or for-profit individual, organization, company or entity.

#### **Adjusted Rate**

- This rate applies to any for-profit Events that charge facility admission, charge a participant fee, have ticket sales or vendor booth fees.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

#### **Non-Profit Rate**

- This rate applies to any registered non-profit 501(c)(3) in good standing or similar qualifying non-profit entity who are using a Douglas County Facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising.
- This rate applies to other government agencies using a Facility.
- This rate applies to 4-H groups using the JRSEC, Indoor Arena, and Large Animal Barn.
- These events are charged a reduced base rental rate, subject to applicable surcharges.

#### **Douglas County Government**

• Douglas County Government departments may use Douglas County Facilities at no charge.

## **General Usage Policies**

Douglas County retains control and management of Douglas County Facilities always, shall always have the right to interpret and enforce these Policies and Procedures and shall have the right, in its sole discretion, to eject any and all persons who fail or refuse to comply with the Policies and Procedures.

#### **Access During Events**

Facilities Staff responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

#### **Accident Management**

In the case of an accident or emergency, Event Holder agrees to cooperate with Facilities Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Facilities Staff as soon as possible, and but not later than the next business day. Reports must include:

- Name, address and telephone number of the injured person(<u>or persons</u>).
- 2. Name, address and telephone number of any witnesses.
- 3. A description of the accident (how, when, and where it happened).
- 4. A description of the extent of bodily injury or property damage.

Douglas County Facilities Staff has the right to require medical personnel on site, based on the type of Event, and Event Holder will be notified of such requirement prior to the Event.

#### Advertising

Event Holders shall not hang signs, bunting or other advertising materials anywhere on the premises of the Facilities without prior approval of Facilities Management. The County does recognize the need for Event Holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an event by event basis.

Facilities Staff will determine criteria for displaying event information on the Fairgrounds marquee.

#### **Alcoholic Beverages**

Alcohol is strictly prohibited at all Douglas County Facilities, unless the following criteria are met:

- 1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as location, time, security plan) during planning meetings with Facilities Management.
- 2. If alcohol is to be sold in a Douglas County Facility:
  - Event Holder must obtain a "Special Event Permit" (State of Colorado regulated through the Town of Castle Rock or Douglas County, depending on the Facility location). Details must be discussed during a planning meeting:
  - Event Holder must provide certificate of insurance, including liquor liability as described in the insurance section herein; and-
  - Event Holder must provide <u>a</u> security plan to Facilities Staff for final approval a minimum of thirty (30) days prior to scheduled event.
- 3. If alcohol is to be served, or otherwise made available in a Douglas County Facility, the following requirements must be met:
  - Event Holder must provide certificate of insurance, including host liquor liability as described in the insurance section herein; and-
  - Event Holder must provide <u>a</u> security plan to Facilities Staff for final approval a minimum of thirty (30) days prior to scheduled event.

- All events will be reviewed on a case-by-case basis to determine if security will be required. If security is required, additional fees will apply.
- 4. If the Event Holder violates its liquor license or fails to disclose to Facilities that alcohol is to be sold, served or otherwise made available, the Event Holder, participants, spectators and anyone else involved with the Event are subject to removal at the discretion of the County and citation or arrest at the discretion of the local law enforcement. Any such offending Event Holder may be prohibited from using Douglas County Facilities in the future.

#### **Animals**

Event Holders utilizing a Douglas County Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of the animals, which are under the Event Holder's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on any Fairgrounds Facility must use every care to assure safety of visitors and other Facility patrons/personnel. This may require owners to stay overnight if necessary. Violation of this policy may result in removal of animals from the premises or Animal Control may be called.

Some animals and pets are <u>not</u> permitted in several Douglas County Facilities, except for service animals as defined by Federal Regulations. Refer to specific Facility information. All pets must be on a leash in accordance with the laws of the Town of Castle Rock (<a href="https://www.crgov.com/AnimalWelfare">https://www.crgov.com/AnimalWelfare</a>) and/or Douglas County (<a href="https://www.dcsheriff.net/animals/animal-laws/">https://www.dcsheriff.net/animals/animal-laws/</a>) depending on the Facility location.

#### Camping / Tent & RV Use

Camping or use of RV's or tents at a Douglas County Facility shall only be permitted in designated areas for camping and parking for participants attending event only. Facilities Staff will work with Event Holder to determine the location, additional fees and number of spaces allocated. The Fairgrounds has limited electrical hook-ups and a sanitary sewer dump station is not available. Overnight camping typically requires additional insurance coverage.

- Tent and RV camping must fit within the allotted space to include any vehicles maximum one.
- No open flame or fire to include gas fire pits or rings.
- Gas grills with lids are the only approved grills. No grilling under any fixed or portable structure.
- No altering of ground surface. Any altering may result in additional fees.
- No dump station on Fairgrounds property. Disposal of grey water is prohibited.

#### **Cancellation of Event**

Any and all cancellations by Event Holder shall be in writing and effective upon receipt by Facilities Staff. Douglas County shall not be responsible for any consequences, monetary or otherwise, due to any cancellation by Event Holder. Douglas County Facilities Management reserves the right to cancel any of the listed dates due to for any reason. The Event Holder agrees the maximum liability of the County to Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Douglas County Fairgrounds (DCF) reserves the right to cancel any of the listed dates for any reason. The Event Holder agrees the maximum liability of the County to Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

#### Clean-up Guidelines

Clean-up requirements differ for each Facility. These detailed requirements will be discussed in a planning meeting and information will be provided to the Event Holder prior to the event. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit, and the Event Holder may be prohibited from using Douglas County Facilities in the future.

#### **Damage Costs**

Event Holder shall be held responsible for all damages to Douglas County Facilities and property. All costs deemed necessary and incurred by Douglas County for replacement and/or repairs caused on behalf of Event Holder will be billed to Event Holder within ten (10) working days after the Event. Event Holder must make pPayment must be made within fifteen (15) days after receipt of billing.

#### **Decorations**

Facility requirements differ for decorating. All decorating plans must be approved by Facilities Staff with your floor plan due a minimum of sixty (60) days prior to an event. Regardless of the Facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the Event.

#### **Deliveries**

Deliveries will not be accepted by any Douglas County employee, agent, or representative for any Event or Event Holder.

#### **Event Marketing**

Facility Management shall not be responsible for event promotion. The Fairgrounds office phone number as well as any Douglas County phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Douglas County logo may not be used on any promotional material without the prior written approval of Facilities Staff.

### **Event Staffing**

Event Holders shall be responsible to provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary as described in the Rental Agreement. Douglas County may be able to provide personnel for limited activities at its sole discretion. Facilities Staff may be on-site or on-call while Facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings and Event Holder should not assume any County participation or assistance unless it is expressly indicated in the Rental Agreement or subsequent written communication with the Facilities Staff.

#### **Facility Alterations**

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the Facilities.

#### Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFC) as amended and approved by the local jurisdiction shall be strictly observed. The UFC may regulate the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facilities Staff will work with Event Holder during planning meetings to ensure compliance with the UFC. However, Event Holder is ultimately responsible for compliance. Event Holders should\_contact the appropriate Fire Department at least thirty (30) days prior to the scheduled Event and may be required to fill out and submit application. Open fires may be permitted in the sole discretion of Facilities Staff, but prior written approval must be obtained; however, such approval may be revoked at any time by Facilities Staff.

#### **Fireworks**

Fireworks may be permitted with the prior approval of Facilities Management and the Town of Castle Rock, if applicable, depending on the Facility location.

#### Floor / Area Plans

Event Holders shall submit floor/area plans to Facilities Staff at least thirty (30) days in advance of Event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Staff will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Facility requirements.

#### Food Service / Event Catering

Food service in all Facilities shall meet the general health standards of the County Health Department. All details shall be discussed in event planning meeting.

Events held at the Fairgrounds have the option to choose their own cater or concessionaire for food service. Caterers and concessionaires must be a licensed food service company and County\_Health Department Certified.

Events being held in the Event Center must pay a catering surcharge as outlined in fees at www.douglas.co.us/county-fair-grounds/.

Food and beverage distributed by exhibitors or vendors in the JRSEC are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to a four (4) ounce sample size.

#### **General Compliance**

Event Holder further agrees to absolutely comply with all the terms and conditions indicated in this Policy and Procedure book and as indicated in the written Rental Agreement. Any failure of Event Holder to timely comply may be subject Event Holder to additional fees and/or cancellation of the event with or without an opportunity to cure the non-compliance, at the sole discretion of the County. Event Holder agrees; to comply with all applicable governmental agencies rules, ordinances and statutes; and not to operate anything similar to a Sexually Oriented Business as defined in the County Zoning Resolution in effect at the time of the Event. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the Town of Castle Rock, Douglas County, and the State of Colorado, depending on the Facility location.

#### Glass Containers

Glass drinking containers are not permitted in any Douglas County Facility, on the grounds, or in any parking lot.

#### **Hazardous Waste**

The Event Holder agrees, at all times Event Holder is on Douglas County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Douglas County and/or any applicable laws. In the event, the Event Holder shall be in possession of such hazardous or toxic waste, Event Holder shall immediately notify Facilities Staff and the Colorado Department of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Douglas County property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the Facility sewer system, or at locations not authorized by Facilities Staff, or otherwise violate the provisions of this paragraph, Facilities Management will look to the Event Holder and may subject the Event Holder to a fine, plus any costs incurred by County and any other applicable fees. Such fines shall be imposed by Facilities Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

#### **Health Permit Requirements**

When an event involves a temporary food service operation or food demonstration, Event Holder is responsible for informing such exhibitors, vendors, or food service operators that a permit from the County Health Department is required and provide said permit to Facilities Staff. Event Holder shall contact the County Health Department at least thirty (30) days prior to the scheduled event.

#### Indemnification

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Events Holder's Event or use of a Facility, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of Event Holder, anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from the sole negligence of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

#### **Intellectual Property**

Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Event Holder agrees to indemnify, defend and hold Douglas County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Douglas County logo may not be used on any promotional material without the prior written approval of Douglas County.

#### **Key and/or Badge Distribution**

Facility key and/or badge distribution will be arranged during event planning meeting.

Failure to return the keys at the conclusion of your event may result in forfeiture of the security deposit or fine.

If the County must re-key the Facility due to the Event Holder's loss of keys, all such costs shall be paid by Event Holder. -No duplication of keys permitted.

#### **Liability Limitations of Parking**

Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holders are required to park in designated parking. Guests of a Douglas County Facilitiesy who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

#### **Lost or Stolen Articles**

Douglas County shall not be responsible, under any circumstances, for property of the Event Holder while on a Douglas County Facility. Facility Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Facility Management is not responsible for any loss of articles or equipment left unattended in any Facility. The usage of security personnel when such equipment or articles are left in buildings or in a Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the Facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in a County Facility before, during or after an event.

#### No Smoking

Pursuant to Resolution No. R-013-153, smoking is prohibited at all times within all buildings owned, leased or operated by Douglas County or within 100 feet of any entrance to any County Facility, except in areas specifically designated as smoking areas.

#### **Noise Restrictions**

Noise levels shall not violate State law and/or the laws of the Town of Castle Rock, at any time.

#### **Parking Lots and Roadways**

Multiple Events may be conducted simultaneously at Douglas County Facilities. It is the Event Holder's responsibility to coordinate with Facilities Staff on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Use of parking lots is subject to availability. Parking lots may be used only for purposes associated with the event. Overnight parking may be limited in the sole discretion of Facilities Staff. No flyers shall be placed on any vehicles using the parking lot for any event.

#### **Photos**

Facilities Staff may take photos of public events held at Douglas County Facilities. These photos shall be the property of Douglas County and may be used by Facilities Staff for educational or promotional materials.

#### **Planning Meeting**

As deemed necessary by Facilities Staff, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon dates and times. All planning meetings must take place no later than sixty-thirty (630) days prior to Event Holder's scheduled event.

#### Reservations

Event Holders must contact Facilities Staff to determine date availability and complete a Rental Agreement. Consideration may be given to the Event Holder to rent the same dates for the following year; however, there is no guarantee. Event Holder must notify Facilities Staff in writing with intent to return within thirty (30) days following this event.

When evaluating reservation requests, the Fairgrounds considers several factors, including projected attendance, event duration, number of facilities used, and the group's history of hosting successful events at our venue Douglas County Facilities. Larger and higher-impact events may be eligible for earlier booking windows, while smaller events may have shorter advance booking periods.

#### **Sales Tax Collection**

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with the requirements of Douglas County, the Town of Castle Rock and the State of Colorado, depending on the location of the Facility. It is the responsibility of Event Holders and/or the Event Holder's vendors to collect and submit payment.

#### Security

Facilities Staff has the right to require event security, based on the type of event. Facilities Staff, with the consultation of the Douglas County Sheriff's Department, will determine event security needs. All Event security plans must be submitted and approved by Facilities Staff and Douglas County Sheriff's Department a minimum of thirty (30) days prior to an event. All Events of greater than 1,000 patrons at any given time are required to provide both event security and certified crowd managers. If security is required, additional fees will apply.

#### **Security Deposit**

These Policies and Procedures agreement areis not considered agreed to by the parties and confirmed until the County receives Event Holder's a security deposit is received by the County. Event Holder's security deposit is dDue at the time of a signed agreement or the date may be released for other event holders. Rental fees less than or equal to three hundred dollars (\$2300.00) must be paid in full at the time of booking an Event.

The security deposit shall be retained by the County upon the cancellation of any scheduled event sixty (60) days or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee.

#### **Sub-Leasing**

Event Holder may not, under any circumstances, sub-lease Facilities, equipment or materials owned by Douglas County, without the prior written approval of Facilities Management. Facilities Staff have the sole authority for renting or leasing Facilities.

#### Surcharges

Surcharges may apply to some events and activities. Please see details under fees at <a href="https://www.douglas.co.us/county-fair-grounds/facilities-rental/rental-fees/www.douglas.co.us/county-fair-grounds/grounds/">https://www.douglas.co.us/county-fair-grounds/facilities-rental/rental-fees/www.douglas.co.us/county-fair-grounds/</a>

#### Time of Events – Operating Hours

The County reserves the right to regulate the time, place and manner of proposed activities in its Facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the Facilities for moving in and out in preparation of the Facilities for performance of an event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of the County and additional fees will be incurred.

#### **Use of / Loss of County Equipment**

Without prior coordination and agreement of Facilities Management, Event Holders shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Douglas County.

#### **Use Restrictions**

Douglas County and/or Facilities Staff may refuse event bookings in its sole discretion when the event may cause undue or unusual damage to the Facilities or that may violate local, state or federal laws, rules or regulations.

Douglas County and/or Facilities Staff may refuse event bookings in its sole discretion when a requested event conflicts with a similar event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and a deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like event on any part of the Fairgrounds during the same period as that scheduled by the Event Holder.

The Policies and Procedures in place at the time of the signing of the Rental Agreement will govern.

## **Payment Policy**

#### **Method of Payment**

Douglas County Facilities accepts cash, personal, business or cashier checks or money orders. Credit cards are accepted, and a convenience fee will apply. Checks can be made payable to Douglas County and mailed to the Douglas County Fairgrounds.—500 Fairgrounds Road Castle Rock, CO 80104.

#### **Bad Check Policy**

Event Holder will be responsible to issue payment of any return fees charged to Douglas County for aAny checks returned by the bank for any reason will be assessed the actual return fees charged to Douglas County. Event Holder will then be required to make payment with certified funds. The event will not be held until certified funds are received. The County will not accept a reservation for a future Event from a prospective Event Holder owing monies to Douglas County for any reason. Reservations for any additional events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent Facilities to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of invoice.

#### **Cancellation of Event**

Security deposit shall be retained by the County upon the cancellation of any scheduled event sixty (60) days or more before the scheduled event. If the event is cancelled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee and the security deposit. If the County cancels the Rental Agreement for any unforeseen reason, or act of God, then all monies paid to the County by the Event Holder shall be refunded. Any liability of Douglas County shall be limited to the fees paid by the Event Holder.

#### **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, Douglas County will not be liable for any indirect, incidental, special, consequential damages or other damages resulting from the use of the Douglas County Facilities, however arising, including failure of voice or data lines, even if Douglas County has been advised of the possibility of such damages. Douglas County liability will in no event exceed the amount received for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Douglas County Facilities are advised to procure event cancellation insurance. Douglas County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

# **Insurance Requirements**

#### **Certificate of Insurance**

The Event Holder shall procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: commercial general liability insurance/ general liability Insurance. Said insurance shall provide limits as indicated herein. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interests provision. The policy shall also include all phases of the event (set-up preparation, actual event, specific hours of occupancy and clean-up). When alcohol is served (not sold), host liquor liability as well as general liability insurance is required or a general liability policy with host liquor. When alcohol is sold, liquor liability as well as general liability insurance is required. The Event Holder shall provide Facilities Staff the required certificate(s) of insurance naming Douglas County, Colorado, its officers, agents, and employees as additional insureds and naming the specific event and date(s) being insured. If Event Holder hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both, the Event Holder and Douglas County as additional insured. The required certificate(s) of insurance shall be provided to Facilities Staff at least sixty (60) days prior to occupying a Douglas County Facility. The Event Holder shall not be permitted to occupy or use a Douglas County Facility unless and until the required insurance is provided.



www.douglas.co.us

**MEETING DATE:** October 28, 2025

**DESCRIPTION:** County Manager Report.

**ATTACHMENTS:** 

County Manager Report 10.28.25



**TO:** The Board of County Commissioners **FROM:** Douglas J. DeBord, County Manager

**DATE:** October 28, 2025

RE: County Manager Report

• Vote Early. Near You. Voting is underway for the Nov. 4, 2025, Coordinated Election, and there are 23 convenient ballot drop boxes located across Douglas County for you to securely return your voted ballot. All ballot drop boxes are open now through 7 p.m. on Election Day, Nov. 4, 2025. Visit our webpage to find a ballot drop box near you and for all of your election services.



Generous contribution builds momentum for Heroes Hall fundraising Veterans help build the fabric of



our nation, community and families. Honoring them locally continues long after active duty. This is the vision for Douglas County Heroes Hall, funded primarily through private donations. This marked a major step forward in fundraising thanks to a \$100,000 founding donation on behalf of the Aloha Fund, a private, locally owned philanthropic fund that supports non-profits in Castle Rock and throughout Douglas County. Visit our webpage to

<u>learn about the inspiration behind this week's donation and more about how you can help build Heroes</u> Hall.

#### **Community Development**

Parks, Trails and Building Grounds

• Commissioners acquire 45.6 acres for new regional sports complex - The community asked, and now the

vision for new regional sports amenities to serve youth and adults across Douglas County is one step closer to reality. During a regular business meeting on Oct. 14, the Board of Douglas County Commissioners unanimously approved a land transfer with Sterling Ranch to acquire 45.6 acres for the new Zebulon Regional Sports Complex. Visit our webpage to learn more about the project plans.



More trails and open space in Douglas County thanks to partnership between Douglas County and



Highlands Ranch Community Association (HRCA) - Thanks to your feedback and a partnership between Douglas County and Highlands Ranch Community Association, 202 acres of open space known as Wildcat Regional Park and an additional 150 acres known as the Highlands Ranch Open Space Conservation Area will soon be preserved as open space property with miles of trails for everyone to enjoy. Visit our webpage to learn

about plans for trails and public access on the Wildcat property.

#### **Community Services**

#### Activity Report October 9 – October 23, 2025

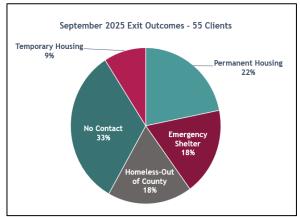
- HEART Success Story In April 2024, a HEART Navigator encountered a man pushing a shopping cart along
  Hwy 85 and stopped to check in with him. Staff learned the man had been unhoused for an extended period
  and needed food. Over the past year, Staff provided support by helping him submit multiple housing
  applications, providing food boxes, and ensuring he had bus passes for transportation. The man successfully
  secured permanent housing in September 2025 and expressed deep gratitude for the guidance and help
  staff offered throughout his journey.
- HEART September 2025 Report

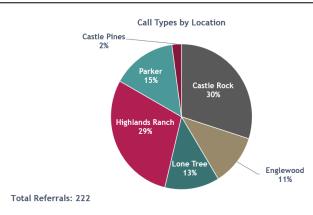












- CDOT Onsite Visit –CDOT conducted an onsite visit on October 15 to review Douglas County's compliance
  for transit projects utilizing CDOT funds. The County provided an overview of the process to keep projects
  within budget, financially accurate and on schedule. CDOT's staff were given a brief tour of the vehicles that
  Aging Resources of Douglas County has in their fleet and challenges around State funding were discussed.
- **DRCOG Quarterly Meeting** Jennifer D'Ambrosio and Kim Smith attended DRCOG's quarterly meeting on October 22 at Project Angel Heart in Denver. The meeting included legislative and grant updates, along with opportunities for attendees to network and discuss how to address current challenges.

#### **Community Outreach**

HEART – On October 18, the Douglas County High School Dance
Team assembled care bags for individuals in need and donated more
than 40 of them to the HEART program. Each bag included gloves,
socks, toiletries, and a notepad. This generous contribution will help
support and bring warmth to people who are unhoused that are
working with the HEART to obtain shelter or housing.



- Link On Demand Discussion with Vi Community Services staff held a discussion with Vi at Highlands Ranch about the Link On Demand on October 8. The discussion revolved around the capabilities and limitations of the service in regard to the older adult population that resides at Vi. Plans were made for Community Services staff to return to provide an educational brief to Vi staff involved in transportation, so that they may assist residents with creating accounts and booking rides through Link On Demand.
- Cherry Hills Community Church On October 9, HEART collaborated with the Community Response Team (CRT) to present to staff at Cherry Hills Community Church. Information was shared with 20 staff members about Douglas County's efforts to address homelessness and mental health. CRT shared signs and symptoms to look for when staff encounter a person experiencing a mental health crisis. HEART shared how they connect individuals to services in the community and help them navigate the system of care.

#### **Douglas County Youth Initiative (DCYI):**

- Family Partnership Meeting The Douglas County Health Department had a Family Partnership Meeting. As the program moves to their next chapter, older youth will become a major area of focus. DCYI will work with this group to provide youth voices for focus groups.
  - o Target Population: School-aged children and families
  - o Focus: Behavioral Health
  - o Activity: Youth Engagement
  - Action Steps:
    - Two-hour focus groups on substance use and mental health.
    - DCYI will engage interested students to participate.
  - Ongoing Engagement Opportunities:
    - Working group around messaging and graphics, in partnership with Communications, for a youth and family-centered behavioral health campaign.
    - Engagement in the Youth Suicide Prevention Subcommittee a subset of the Suicide Prevention Workgroup.
    - Possible video testimonials of youth with lived experience (substance use or mental health).
    - Offer community service hours for ongoing participation and feedback.

#### **Open Space and Natural Resources**

Great Horned Owl Release at Dupont Open Space - Staff collaborated with Rocky Mountain Wildlife



Alliance (RMWA) to release three rehabilitated Great Horned Owls in Dupont Open Space in Louviers on October 14th. The release included two young owls that came to the rescue in the spring. One was suffering from rodenticide poisoning after being fed poisoned rats by its mother. The second owl suffered head trauma after flying into a window. The third owl was an adult female who suffered significant soft tissue injury to the soft fleshy area at the base of the beak. She was unable to hunt and became very malnourished before being rehabilitated by the rescue. Dupont Open Space provides great habitat for Great Horned Owls because of the unique blend of forested areas and grasslands.

Conservation Easement Monitoring with Douglas Land Conservancy - During the fall, Douglas Land



Conservancy (DLC) starts their annual Conservation Easement (CE) monitoring of Open Space and Natural Resources (OSNR) properties. Most OSNR properties are protected by a CE and DLC holds 21 of these easements, approximately 15,000 acres. A CE is an agreement between a landowner and an outside organization that permanently protects the natural, historic, cultural and scenic resources (collectively referred to as the conservation values) on the property. The map area highlighted in green indicates the CE spanning the County's portion of Greenland Ranch and Spruce Meadows Open Space.

When a property is initially placed into a CE, a baseline study is conducted documenting the vegetation communities and current condition of the property. The purpose of annual monitoring is to ensure the terms of the easement are being upheld, and the land is well-preserved with data from the baseline report used as reference. Over the last 20 years OSNR has received successful annual monitoring reports from DLC and the team remains committed to protecting and maintaining these properties for future generations.

#### **Public Works**

Activity Report Oct 13 - Oct 24, 2025

#### Active Projects (Cone Zone Webpage)

County Line Road Widening and Reconstruction – Construction on County Line Road began in September



2025. On Monday, Oct. 6, 2025, traffic was shifted on County Line Road between University Boulevard and Clarkson Street. With this traffic shift, westbound traffic shifted to the south, and eastbound traffic remains shifted to the south. Be aware of crews working on the north side of County Line Road, as well as trucks and construction equipment in the project vicinity. This lane shift is scheduled to be in place until approximately August 2026. Beginning in late December 2025, motorists should anticipate a full closure of County Line Road from

Clarkson Street to the U-Haul business access area. The closure will last approximately 100 days, giving crews time to import dirt for construction at Lee Gulch.

Since 2019, Douglas County has worked with partners to advance the final design, acquire right-of-way, and prepare utility relocation design for a major water line located within the project area. Douglas County is partnering with the Denver Regional Council of Governments, the City of Littleton, and the City of Centennial to fund the project.

Highlands Ranch Drainage Projects - The Highlands Ranch Small Storm Sewer UV-CIPP Lining projects



started - Pipe repairs have already been completed located on Plaza Drive (Broadway & Ridgeline) and on Broadway (south of Northridge Recreation Center driveway). Starting in mid-August to early September of 2025, the next phase of storm sewer maintenance on Sterling Ct, Sterling Dr, Heatherwood Ct, Broadway just south of the Northridge Rec Center Access point, and at 9261 S Broadway, will occur. These projects are anticipated to be completed on December 31, 2025, weather dependent.

• I-25 Douglas County Monument Signs – Cushing Terrell has begun producing construction plans for the sign near Lincoln Ave. Cushing Terrell has RTD contact information and will begin coordination on the overpass signage. County staff also received feedback from CDOT on the location of the southern signage

and the consultant will now move forward with the design of a sign north of exit 163. Next steps include revisiting the design of the sign for the south end, continuing to reach out to RTD regarding the pedestrian bridge sign, and applying for CDOT approval of the north site near Lincoln Ave.

- Highlands Ranch Pkwy Reconstruction, Broadway to Burntwood Olsson submitted the 30% design, the
  geotechnical report, and a cost estimate for the project. A design review is scheduled with Olsson and
  County staff on October 23rd. After incorporating the County feedback into their design, Olsson will submit
  90% plans. The project is planned for construction bidding in early 2026.
- Pine Creek and Highway 67 Culvert Replacement Project Two culverts on Pine Creek Rd and three culverts on Douglas County Highway 67 need to be replaced. The existing storm culverts vary in size from 36" diameter to 48" diameter and are made of metal. We are anticipating that this work will occur Fall 2025 Spring 2026. These culvert replacements will have roadway impacts and travelers to the area should expect long delays.



Hilltop Road (Legend High School to Crest View Drive) Improvements Project — For segment 1 of this



project, the construction began on April 16, 2025, and the contractor began implementing public notifications on message boards. This is the first of three projects planned over the next few years to reconstruct and widen the Hilltop Road and Singing Hills Road corridors. The project has a 16-month completion date and is anticipated to be finished in September 2026. Phase 2 of Construction is anticipated to begin in 2027; and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to

begin in 2029 (pending funding); and will take 12 to 18 months to construct.

There have been questions from citizens about the new roundabout construction at the intersection of Crestview Dr and Village Rd on Hilltop Rd, which will eliminate the existing two-way stop-controlled intersection. Here is the map: Roundabout Rendition/Map.

- Kendrick Castillo Way / Plum Valley Lane Intersection Signal Project This project consists of installing a
  new traffic signal and making upgrades to meet current ADA requirements at the intersection of Kendrick
  Castillo Way and Plum Valley Lane. Traffic signal and roadway construction started on May 5, 2025, and is
  anticipated to be completed in mid-November 2025.
- Quebec and Lincoln Turn Lane (Post Office Corner) Muller Engineering, the designer of the intersection reconstruction project, has provided updated concept designs incorporating County staff feedback. Staff is evaluating cost versus benefit before moving forward with the project.



• Quebec and Park Meadows Drive Intersection Improvements – Basis Partners presented an initial review of the concept design on October 21st and will deliver the concept design as well as cost estimates in mid-November. The concept design includes improvements from C470 to the lighted intersection south of Park Meadows Dr. The first phase of work is planned for 2026 and may include retiming of signals and upgrades to signs and striping. Basis is also working on a proposal to provide final design for a larger project that includes reconfiguring the lanes, median, and sidewalks as well as reconstruction of the pavement continuing south to Palomino Pkwy.

• <u>Grigs Road Paving Project – Phase 2</u> - RS&H was selected as the design consultant for phase 2 of the Grigs



Road project. Phase 2 will start where phase 1 ends, near the East-West Trailhead Parking Lot and will continue north onto the existing concrete road. The project includes realignment of the road, drainage improvements, a parallel pedestrian trail, and asphalt paving. A kick-off meeting was held on September 15th with the consultants, County staff, Highlands Ranch Metro District staff and Highlands Ranch Community Association staff. The consultant will now begin survey work.

• C-470 Trail and University Blvd Pedestrian Grade Separation Project - Douglas County and CDOT are

partnering on advancing the construction of a new bridge to improve pedestrian and cyclist safety by eliminating the need for users of the C-470 Trail to cross University Blvd at-grade. This currently requires four separate roadway crossings, across a total of eight lanes of traffic. The proposed grade separated C-470 Trail crossing will also improve traffic operations, since the numerous bicyclists and pedestrians currently crossing at-grade, adversely impact signal progression along University Blvd and traffic

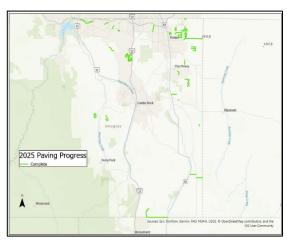


entering or existing the C-470 ramps, especially on the weekends when trail use is highest. HEI Civil started construction on January 27, 2025. The completion date of the project is anticipated to be on or before December 31, 2025.

In order to build the new pedestrian bridge, crews have built a <u>pedestrian detour</u>. Cyclists will be required to dismount and walk through the area. Cyclists and pedestrians should slow down and follow signage through the area. This detour will remain in place throughout the project.

#### • 2025 Pavement Management Projects

- The 2025 Pavement Management projects under contract currently total \$17,518,074.22 with \$11,473,696.44 spent; work is 65% complete.
- The 2025 Sidewalk Repair Project has been awarded a contract amount of \$2,635,150.00. Additional work has been added to the contract, and the current amount is \$4,141,104.92. The sidewalk project is 83% complete, based on funding. A change order in the amount of \$633,454.92 was approved by the Board on September 2nd. Concrete repair work will continue the week of September 15th with pavement repairs throughout Highlands Ranch.



The 2025 Asphalt Overlay Project has been awarded with a contract amount of \$11,011,969.30. An additional \$2,365,000 has been added through change orders and the current amount is \$13,376,969.30. All paving work is complete and shouldering work will conclude the week of Oct 6. Staff will now begin to close out the contract.

Ideal Fencing will continue guardrail installation and repair this fall. Repairs will be performed on Rainbow Creek Road and on Lincoln Avenue at Stonegate Parkway. A new guardrail will be installed on Russellville Rd. near Red Deer Rd.

2023 Spring Canyon LID – The design consultant, TST, is working on design work and 25% plans are



anticipated in early October. The geotechnical design report has been reviewed and is being incorporated into the design. TST has begun the CDPHE approval process for the proposed lift station. The county has received rough construction cost estimates as well as a proposal for final design work and the project is still on schedule for mid-2026 construction bidding. TST will begin reaching out to property owners in November to discuss design considerations. (Design work performed in advance of

finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

• 2023 Bannock LID - The design consultant, TST, is working on the design, with a preliminary design expected



by the end of the year. County staff have reviewed the initial roadway design and provided feedback. The consultant is continuing the roadway design and beginning the drainage design. Once the preliminary design is complete, financing will be executed, and plans will be prepared for bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

 Hess Road Wildlife Crossing Bridge - This project began on September 2 and was completed on October 15. Work included rehabilitation of portions of the existing bridge that carries Hess Road over a Wildlife crossing.



#### **Development Review**

- Letters of Credit (LOC) and Warranties: Resolution Approving the Draw in the Amount of \$195,420.15 on Irrevocable Letter of Credit No. 100107380-3, issued by AMG Bank, National Trust Bank, In Connection with Arrowpoint Subdivision DV 2020-197 Warranty Performance Security (goes before BOCC on 10/28/25).
- Sterling Ranch Filing #7-B: Ironwoman is installing storm infrastructure (DV #2024-200). (see far right)
- The Canyons Subdivision Filing #5: WW Clyde is installing storm infrastructure (DV #2021-287). (see near right)
- Pinery Center Parkway King Soopers: ESI is installing asphalt pavement (DV #2018-453). (see far right)
- The Trails Smoky Hill Subdivision: Iron Woman is installing storm structures and water main backfill (DV #2020-240). (see near right)









 Piney Lake Trails Subdivision: Claystone Construction is installing storm sewer infrastructure (DV #2022-517). (see right)

The Fields Subdivision Filing #1:
 Liberty Infrastructure is installing storm and water quality infrastructure (DV #2024-322). A pavement design was received for roads in Fields Filing 1 and in Trails (West). (see right)



## **Operations and Pavement Management**

- **Street Sweeping Program:** In October, 90 lane miles were swept and 60 square yards of debris were removed from County roadways.
- Gravel Road Blading: In October, 68 lane miles were graded for a total YTD of lane 2,062 miles.
- **Paved Surface Maintenance**: In October, 1,800 pounds of pothole patching material was applied to County roads for a YTD total of 189,484 pounds of cold mix.

## • Waste Diversion Programs:

Services	Apr	May	June	July	Aug	Sept
Slash Collected	1,112	2,271	1,485	1,686	1,105	1,260
Mulch Distribution to Residents	174	339	253	247	131	352

- Slash Collected:
  - Number of Loads Dropped Off: 8,919 Loads
  - Total Yardage of Slash Accepted: 17,838 yards
- Mulch Distribution:
  - Number of Mulch Loads Given to Residents: 1,496 Loads
  - Total Yardage of Mulch Distributed: 2,992 yards

## Green Waste:

	Apr	May	June	July	Aug	Sept	YTD
Residents	370	585	485	360	455	355	2,610
Volume	420	430	340	330	310	340	2,170
Costs	\$13,941	\$15,029	\$12,332	\$11,574	\$11,574	\$12,181	\$77,027

### Traffic

• Advance Warning Signs – Lincoln Avenue & Third Street: Douglas County Traffic Engineering conducts an annual review of signalized intersections to examine accident history and identify and mitigate accident

patterns. This often results in adjusting signalized intersection operations, adding or restricting left turn phases, adding traffic control signs, restriping lanes, as well as other options to enhance driver safety through the intersection. In reviewing the accident history for Lincoln Avenue and Third Avenue and Lincoln Avenue and Chambers Road, an eastbound rear-end accident pattern was evident, primarily in the afternoon timeframe, coinciding with the heavy eastbound afternoon and evening rush hours. Signal timing had been adjusted at these intersections in the past; however, minimal improvements in rear-end accident patterns were observed as a result of this change. This is likely due to the fact that eastbound traffic along Lincoln Avenue comes from three sources (eastbound Lincoln Avenue – west of I-25, the southbound I-25 off-ramp, and the northbound I-25 off-ramp), which often results in constant traffic flow through these intersections with little to no gap in traffic volumes during the heaviest times of the evening rush hour.

In response to this accident pattern, Advance Warning Signs were placed on both approaches to Third Avenue and will be installed for the eastbound approach only for Chambers — due to a primarily eastbound rear-end accident pattern. These signs warn drivers of the impending change of the traffic signals in an attempt to reduce drivers being caught off-guard and rear-ending drivers who stop in front of them.





- **Special Events**: The Traffic Division is responsible for administering and processing Special Event Permits in unincorporated Douglas County for events that occur on or near county roadways, which may impact the transportation system due to the activity type or number of participants attending the event, and potentially increase traffic congestion. Additional details for Special Event Permits
  - o Special Events In 2025: 20

#### **Building**

Inspections, Permits and Valuations for Oct 9 – Oct 22, 2025:

Inspections	
Building	740
Electrical	651
Mechanical/Plumbing	480
Roofing	137
Permits	
Accessory Use	29
New Commercial	2
Residential Alteration	1
New Residential	12
Roofing	81
Valuations	
Accessory Use	\$909,452
Commercial	\$2,376,045
Residential Alteration	\$1,485,497
New Residential	\$3,749,148

#### **Human Services**

• Connecting wisdom and wonder: new Bridging Generations program goes far beyond childcare - A new



program in Douglas County is turning childcare into connection by bringing together older adults and preschoolers to share stories, skills, and smiles. Highlands Ranch Community Association (HRCA) has teamed up with Douglas County to pioneer Bridging Generations, which connects the wisdom and knowledge of older adults with the wonder and imagination of our smallest residents during preschool classes. Visit our webpage to learn more about the

program and how you can get involved.

Federal Government Shutdown Impact on the Supplemental Nutrition Assistance Program (SNAP)



Recipients - The State of Colorado was notified last week that they need to hold issuance of the Supplemental Nutrition Assistance Benefits (SNAP) for the month of November due to the Federal Government Shutdown. If the shutdown is not resolved prior to November 1st, 10,422 Douglas County residents will not receive the funds that they have been determined to be eligible for purchasing groceries. In addition to those households not receiving the funds to be able to purchase groceries, the

\$1.9 million dollars of SNAP funds that normally infuse the local economy through SNAP funded food purchases each month will not be able to be spent. If the shutdown were to continue beyond November, the concerns will compound. Additionally, many local non-profits and food banks are also seeing increased demand for assistance with food insecurity but are simultaneously experiencing a reduction in funding, donations, and volume/variety of food to disburse. This is creating additional strain on the agencies and programs within our community that provide assistance to those most in need.

The employees of Human Services continue to accept applications for SNAP and process all documentation and redeterminations for SNAP households, so that benefits can be issued to those who qualify once the shutdown has concluded.

• Sign up for free Mental Health First Aid training - Do you know what to do if you see a friend, coworker, neighbor of family member in distress? Learn life-saving tools of Mental Health First Aid at free upcoming training sessions this fall. Join individually or as a group for this season's class for those who work with youth, 9 a.m. – 4 p.m. Monday, Nov. 10, in Castle Pines. Learn more and register online.



# Office of Emergency Management (OEM):

- The Douglas County Emergency Operations Center is undergoing technology upgrades, improving capabilities and systems for coordination and situational awareness.
- The Emergency Services Unit is working towards the implementation of a prescribed fire project at Spruce Meadows Open Space, under the supervision of OSNR.
- Staff helped host the Hazard Mitigation Plan Update public meeting
- Two staff members are beginning attendance at the Colorado Academy for Professional Emergency Managers

## **Facilities, Fleet and Emergency Support Services**

Douglas County Fairgrounds and James R. Sullivan Events Center

• Upcoming Fairgrounds Events: Mile Hi Barrels, Plum Creek Kennel Club, Rebel Ratters, Honor Guard, MCC



Relief Sale, GOP Breakfast, October Barrel Race, Mile Hi Barrels, DCSO Mounted Patrol, 4-H Achievement Night, Heroes Hall Meeting, All American Reptile and Plant Show, RM Beagle Club, PE Plus, Elections, Active Athletics, Cirque Italia Water Circus, Southern Colorado Australian Shepherds, Royalty Clinic, 4-H Running Rovers, Senior Craft Show, Vargas Birthday Party, Church Gathering

 Fair & Rodeo Committee Meetings: Guest Services Meeting 11/10, Marketing 11/10, Show Management 11/15, Livestock Sale 11/5, Executive Committee 11/13, Fair Board 11/20

### **Facilities Projects:**

- Fairgrounds:
  - o Fairgrounds Office Remodel: 10% complete (see right)
  - Fire panel replacements in multipurpose barn (20%), heated storage (100%), indoor arena (20%)
- **EV Tech:** High density storage update: 100% complete
- Justice Center:
  - Elevator Modernization J, K, L, M: 100% complete
  - 3<sup>rd</sup> floor court security office remodel: 55% complete (see right)
- LED Lighting Conversions:
  - o Elections: 65% complete
  - Operations: 97% complete

#### Fleet

- Recently Completed:
  - o In Serviced units 25048 and 2405.
  - Decommissioned eight units.
  - Moved EVOC fuel tank (see right)
  - Purchase of 6 leased John Deere motor graders.
- Working On:
  - Vehicle Purchasing IFB will run through 11/7.
  - Working with IT on fuel site controller/pedestal upgrades.
  - Prepping assets for snow removal season. (see right)

# **Information Technology**

## **Completed IT Projects**

ArcGIS WebApp Builder Migration - Staff successfully completed a countywide modernization project in
partnership with Esri. Using Esri's latest platforms, the County updated 18 key mapping and information
applications to ensure continued reliability, performance, and long-term support. Over the course of nine
months, DCIT collaborated with staff from seven County departments to review, test, and enhance each
application, ensuring they meet current business needs and support essential operations. This effort
strengthens the County's digital infrastructure and reinforces its commitment to delivering efficient, highquality public services through innovative, sustainable technology solutions.







- Cohero Enhancements Through strong collaboration between DCIT, the Coroner's Office, Cohero, and NMS Labs, investigators no longer need to fill out paper forms to request lab results, and toxicology results are automatically populated within their case management system. Cohero, a trusted provider of public safety and case management solutions, partnered with NMS Labs and the County to streamline the process, reducing manual entry, minimizing errors, and enabling faster access to vital information.
- EventPro Fairgrounds Database Split Staff and EventPro successfully launched a dedicated system for the
  Fairgrounds division of the Facilities Department on September 12, 2025. This new platform is tailored
  specifically to the Fairgrounds' operations, simplifying event scheduling, billing, and reporting while
  improving overall efficiency. By providing a system designed around the team's unique needs, this project
  enhances day-to-day operations and positions the Fairgrounds for continued growth and long-term success.
- Next Generation Teams and SharePoint Rollout Continues to Expand Recent successful implementations include Open Space, County Admin, Veterans Services, Public Works Operations, Public Works Engineering, Traffic, and Assessor. Led by the IT team, each department now benefits from a modern Microsoft Teams and SharePoint environment designed for streamlined communication and information sharing. With legacy systems retired and staff trained on the new tools, departments are now positioned to collaborate more effectively. Next up: implementations for the Finance, HR, and IT departments are already underway.
- Cybersecurity Training for County Employees In September, employees participated in a quarterly
  training campaign aimed at raising awareness about the risks and realities of how cybercriminals are
  utilizing Generative AI in their attacks. The training campaign yielded 97% of County employees taking the
  class. These classes continue to strengthen County Employees' capabilities to recognize and report
  suspicious and fraudulent activity.
- **Zoning Application Update** The updated <u>Zoning Application</u> launched to the public on September 18, marking a successful collaboration between IT GIS and Community Development. This initiative enhances the county's zoning tool to better meet current needs by improving usability for both staff and residents. The system migration to a new platform also restores important features and creates a flexible foundation for future improvements, ensuring continued efficiency and user satisfaction.
- Cisco 1KEyes Network Performance Project This new network monitoring system is now operational and helps the County maintain a closer watch on internet and cloud connections to ensure they run smoothly and efficiently. With this new tool, DCIT can identify and resolve potential issues before they impact employees or residents, thereby improving overall reliability and performance. The launch marks the completion of a six-month project focused on strengthening the County's technology systems, done in close partnership with experts from Advanced Network Management (ANM) and Cisco.
- Law Enforcement App for Open Space The latest version of the Law Enforcement App for Open Space launched on October 1, 2025, through a successful partnership between IT and the department. The update enhances field operations by enabling Rangers to access maps offline, identify repeat offenders during patrols, and use a more intuitive dashboard to track patterns—supporting both effective law enforcement and open space management.

#### **New Proiects**

Project Name	Description	Department Office
FFESS Fuel	Douglas County is replacing its outdated and unsupported fuel	FFESS
Management	management system with a modern, cloud-based solution to improve	
System	efficiency, enhance security, and ensure compliance. This upgrade will	

Replacement	be rolled out in phases over three years, aligning with available budget	
	and minimizing disruption.	

## **Active Projects**

Project Name	Description	Dept/Office
Zoning Statutes		•
Codification	This project will implement a modern zoning and subdivision solution to	Community
	streamline the update and maintenance of municipal codes, enhancing efficiency for Douglas County's Community Development Department.	Development
Project		Entorpriso
Copilot	This project will evaluate the County's technology infrastructure to	Enterprise
Use/Rollout	ensure the safe and ethical adoption of Microsoft M365 Copilot. It will	
Strategy	include a comprehensive assessment, a clear action plan, targeted	
nou bainnetion	pilots, and broader use case implementation.	Fatamaiaa
.gov Migration	This project aims to enhance security and citizen confidence by	Enterprise
Project	migrating Douglas County websites, email addresses, county collateral,	
NAV. J. CO A A D.T.	and processes to a .gov domain (from the CO.US domain).	E de la constant
WorkSMART	As part of the JDE replacement program, we aim to streamline business	Enterprise
Budget/Finance	processes and enhance data accuracy by implementing efficient data	
	entry and integration across systems. This project will modernize the	
	County's outdated finance, accounting, budget, and procurement	
N. I C. T.	processes with a modern Enterprise Resource Planning system.	Edina
Next-Gen Teams	This initiative is designed to streamline collaboration by leveraging	Enterprise
and SharePoint	Microsoft Teams and SharePoint. With clear guidelines, training, and	
	ongoing support, departments will have the tools to work together	
	more efficiently and securely.	
IT Support for	From August until November, IT will provide technical support to	Assessor,
County Board of	ensure seamless and efficient phone or teleconference hearings for the	Administration
Equalization	County Board of Equalization (CBOE) appeals process.	5 1
Recreation	Develop a comprehensive, up-to-date map showcasing recreational	Parks
Opportunity Public	opportunities across the county. This initiative is designed to improve	
Мар	public access to information about parks, trails, open spaces, and other	
	amenities, making it easier for residents and visitors to explore and	
	enjoy the county's outdoor offerings.	ci : o
Address	Develop a comprehensive mapping system for multi-unit addresses to	Sheriff's Office
Verification	improve the accuracy and efficiency of emergency response. This	
Program	initiative supports dispatch operations and ensures compliance with	
	Next Gen 911 standards while meeting key stakeholders' operational	
Mindows 11	needs, such as the Assessor, Treasurer, and Community Development.	Fatoussiss
Windows 11	Douglas County IT is rolling out Windows 11 to all County devices in	Enterprise
Migration Project	phases, delivering enhanced security, modern features, and a	
Oneite	streamlined user experience with minimal disruption.	Public Health
Onsite	This initiative will add approximately 8,000 archived septic permit	Public Health
Wastewater Treatment Services	documents into the County's GIS application, creating a searchable map layer that allows staff and the public to easily access historical permit	
	records.	
Upload Scanned Files	records.	
Tax Roll Phase 2	This project will update the county's tax roll process to comply with	Assessor,
TAX NOTE PHASE Z	new legislative requirements by separating assessments into "school"	Treasurer,
	new legislative requirements by separating assessments into school	i i casul ci,
	and "non-school" categories. It will also strengthen financial accuracy	Rudget IT
	and "non-school" categories. It will also strengthen financial accuracy	Budget, IT
	and "non-school" categories. It will also strengthen financial accuracy through additional reconciliation steps and ensure overall readiness by completing the annual tax roll test.	Budget, IT

DC Services	The DC Services Refresh project is upgrading Douglas County's	Enterprise		
Refresh	employee service portal to provide a modern, user-friendly experience.			
	By moving to ServiceNow's Employee Center, employees will gain a			
	centralized place to access services, submit requests, and track			
	approvals across departments. This refresh streamlines navigation,			
	improves usability on any device, and enhances visibility into service			
	delivery—making it easier for staff to get what they need while			
	supporting the County's efficiency, transparency, and digital			
	transformation goals.			
Lansing Circle   1st	The E. Lansing Circle project expands Douglas County's northern	Human		
Floor presence by building and equipping a new leased facility to house		Services		
	multiple departments. Phase 2 focuses on the first floor, completing			
	office construction, furniture installation, and security access, along			
	with the design and deployment of IT infrastructure, conference room			
	A/V, and staff technology setup for the Human Services Department.			
	This work ensures the building is fully functional, connected, and ready			
	to support relocated departments in delivering services to the			
	community.			
Election Support	From October 24 <sup>th</sup> to November 5 <sup>th</sup> , IT will provide technical support to	Elections		
	ensure a secure, efficient, and smooth voting process.	Office		

### **Communication and Public Affairs**

## Campaign Highlights

• Preparing for and protecting from wildfire, the #1 hazard in Douglas County: Wildfire mitigation and



response is an ongoing campaign that is responsive to emerging needs. On July 13, fire rescue crews from across the County, including Douglas County's Helitack team, responded to reports of spot fires ranging from Chatfield to Louviers. By the next morning, the fire was 90% contained and no injuries or structural damage occurred.

Beginning in August, Douglas County entered a Stage 1 Fire Ban. During September, Douglas County recognized National

Preparedness Month by sharing information and resources on how residents can keep their families and communities safe in the event of hazards like wildfire.

- Communication Objective: Inform Douglas County residents of relevant information and resources related to wildfire response and mitigation.
- o Tactics are primarily digital and include Douglas County's online newsroom, email distribution, earned media, and organic social media.
- o Results: Newsroom Post Views: 2,720; Social Media Impressions: 137,555; Facebook: 88,575; Instagram: 5,530; LinkedIn: 4,935; X: 10,710; NextDoor: 27,805; Email Open Rate: 46.4%
- Media: Total number of media mentions (online and print): 86; Estimated Reach (online and print):
   70,056; Estimated Ad Equivalency Value (online and print): \$127,791

• Douglas County expands compassionate, data-driven approach to addressing homelessness:



Communications efforts surrounding HEART began in 2022 and are ongoing.

Douglas County's coordinated Homeless Initiative continues to show measurable results. Through the Homeless Engagement, Assistance and Resource Team (HEART), the County provides direct outreach and housing navigation while encouraging residents to give through the Douglas Has Heart / Handouts Don't Help

fund, which has raised more than \$18,000 for local nonprofits. A new text-to-connect option now makes it even easier for community members to report concerns or request outreach for unhoused neighbors, reinforcing the County's commitment to compassion, collaboration, and long-term solutions.

- Communication Objective: Provide timely updates on HEART, showcasing Douglas County's commitment to addressing homelessness through long-term, sustainable solutions.
- Tactics have been primarily digital and include Douglas County's online newsroom, earned media, email distribution, a YouTube video, and organic social media.
- Results: Newsroom Post Views: 2,043; Social Media Impressions: 165,856; Facebook: 137,146;
   Instagram: 1,462; LinkedIn: 7,662; X: 4,526; NextDoor: 15,060; Email Open Rate: 45.8%; YouTube Video Views: 5,595
- Media: Total number of media mentions (online and print): 3; Estimated Reach (online and print):
   189; Estimated Ad Equivalency Value (online and print): \$70
- Douglas County secures federal grants to advance major transportation, water infrastructure, and



sustainability projects: Campaign began July 18 and is ongoing. Douglas County has won multiple federal funding awards toward critical infrastructure and sustainability initiatives. \$500,000 was allocated to U.S. 85 widening, \$1 million was allocated to The Louviers Water & Sanitation District Drinking Water Distribution Replacement project, and \$1.75 million was awarded to the Plum Creek to Rueter-Hess Reservoir Pipeline project.

- Communication Objective: Raise awareness among taxpayers of federal awards that will fund improvements in Douglas County, as a result of the Board of Commissioners' advocacy efforts.
- Tactics have been primarily digital and include Douglas County's online newsroom, email distribution, earned media, and organic social media.
- o Results: Newsroom Post Views: 1,326; Social Media Impressions: 21,287; Facebook: 6,911; Instagram: N/A; LinkedIn: 1,364; X: 931; NextDoor: 12,081; Email Open Rate: 48.9%
- Media: Total number of media mentions (online and print): 4; Estimated Reach (online and print):
   42,611; Estimated Ad Equivalency Value (online and print): \$15,766
- Douglas County breaks ground on nation's first county-owned biochar facility coupled with recycling



**center:** Campaign began July 23 and is ongoing. Douglas County is pioneering a groundbreaking project to build and operate the nation's first county-run biochar facility integrated with a waste diversion and recycling center, with operations expected to begin in 2026.

o Communication Objective: Demonstrate the County's forward-thinking approach to wildfire mitigation and resource

management; provide updates on the construction process and educate about the benefits of biochar.

- Tactics include a groundbreaking event, Douglas County's online newsroom, an updated webpage, email distribution, earned media, and organic social media.
- Results: Newsroom Post Views: 1,288; Social Media Impressions: 15,047; Facebook: 6,135;
   Instagram: 486; LinkedIn: 3,917; X: 524; NextDoor: 3,985; Email Open Rate: 46.2%; Groundbreaking event attendance: 50 (estimated)
- Media: Total number of media mentions (online and print): 5; Estimated Reach (online and print):
   25,524; Estimated Ad Equivalency Value (online and print): \$9,444; Total number of media mentions (broadcast): 14; Estimated Reach (broadcast): 6,900,893; Estimated Ad Equivalency Value (broadcast): \$2,553,330

### Douglas County expands opioid response with funding support and stigma-reduction campaign:



Communication efforts surrounding the Douglas County Opioid Council began in 2024 and are ongoing. In August, the Board voted to approve \$667,000 in funding awards presented by the Douglas County Opioid Council to support substance use prevention and recovery resources, including peer support in the jail and hospital systems and assistance for entry into sober living. In September, the Douglas County Opioid Council launched its adult-focused, anti-stigma campaign that highlights

the stories of individuals with lived experience, with the goal of encouraging people to seek help and fostering a more supportive community environment.

- O Communication Objectives: Educate target audiences about the opioid crisis, the need for new abatement programs, and the background on the settlement and funding, and the purpose of the Opioid Abatement Council. Engage a transparent public process for investing the settlement funding. Transparently communicate funding decisions from the Council. Communications include RFP awardees as well as ongoing funding allocations to these organizations as they work to achieve the Council's priorities. In a timely manner, communicate updates and advancements resulting from the work of the organizations funded by the Council. Work with SE2 to advance public awareness surrounding opioid use and recovery. Ensure public-facing campaigns are tailored for Douglas County's unique community, will effectively raise public awareness and reduce stigma, and will be positively received by residents.
- Tactics have been primarily digital and include Douglas County's online newsroom, email distribution, an updated webpage, press conference, earned media, organic social media and paid social.
- Results: Newsroom Post Views: 384; Social Media Impressions: 7,073; Facebook: 1,807; Instagram:
   N/A; LinkedIn: N/A; X: 469; NextDoor: 4,797; Email Open Rate: 46.8%; YouTube video views: 238
- Media: Total number of media mentions (online and print): 9; Estimated Reach (online and print):
   65,251; Estimated Ad Equivalency Value (online and print): \$7,020; Total number of media mentions (broadcast): 2; Estimated Reach (broadcast): 18,311; Estimated Ad Equivalency Value (broadcast): \$6,775

## Douglas County and TESSA expand critical support for survivors of domestic violence through new



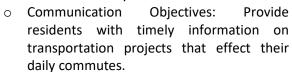
safehouse: Campaign began August 4 and is ongoing. In November 2024, Douglas County purchased a facility to be used as a domestic violence shelter, and at a March 2025 Business Meeting, the Board of Douglas County Commissioners approved a \$350,000 service agreement and partnership with the nonprofit TESSA to increase the number of safehouse beds in Douglas County. In August, County leaders, law enforcement, and

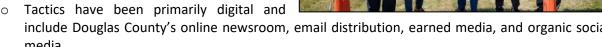
community partners joined TESSA for a ceremonial ribbon cutting at the Wilcox Building in downtown Castle Rock, to celebrate the opening of the remodeled safehouse — a milestone in protecting some of the community's most vulnerable.

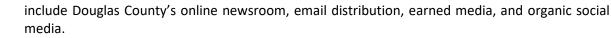
- Communication Objective: Celebrate the opening of TESSA's confidential safe house in Douglas County—an essential milestone in the County's commitment to supporting survivors of domestic violence—while respecting and protecting the privacy and safety of its location. Raise awareness of new help that is available in Douglas County, encouraging those who need help to call the safe line.
- Tactics have been primarily digital and include Douglas County's online newsroom, email distribution, earned media via a ribbon-cutting event, and organic social media.
- Results: Newsroom Post Views: 1,642; Social Media Impressions: 13,622; Facebook: 848; Instagram: 3,119; LinkedIn: 673; X: 373; NextDoor: 8,609; Email Open Rate: 43.7%
- Media: Total number of media mentions (online and print): 10; Estimated Reach (online and print): 59,749; Estimated Ad Equivalency Value (online and print): \$10,355; Total number of media mentions (broadcast): 6; Estimated Reach (broadcast): 1,760,034; Estimated Ad Equivalency Value (broadcast): \$651,212.58

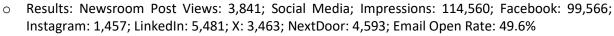
## Douglas County advances transportation infrastructure with University Blvd. closure, County Line Road reconstruction, and US 85 widening completion

In August, the US 85 Widening Project, which began in 2024, was completed ahead of schedule. This project expanded the highway from Highlands Ranch Parkway to north of C-470, enhancing safety and mobility for commuters. In September, a full overnight closure of University Boulevard between C-470 and County Line Road occurred to facilitate the installation of new pedestrian bridge trusses. Also in September, the County Line Road Reconstruction and Widening Project commenced, aiming to improve traffic flow between University Boulevard and Broadway.









Media: Total number of media mentions (online and print): 5; Estimated Reach (online and print): 30,388; Estimated Ad Equivalency Value (online and print): \$11,243.56





Douglas County celebrates its beloved past and bright future in parks and recreation: Throughout Quarter





Three, Douglas County celebrated several milestones and accomplishments related to parks, recreation and open space. In 2025, Douglas County is celebrating 30 years of support for the Parks, Trails, Historic Resources, and Open Space Fund. In August and September, the Open Space and Natural Resources Department hosted community events, and in September the Board adopted a resolution formally recognizing the milestone. In September, the Board also announced historic investments in parks and recreation in Parker, Lone Tree, and Castle Rock funded by the Parks, Trails, Historic Resources, and Open Space Fund. To celebrate this investment, Douglas County hosted a Community Field Day at Highland Heritage Park on Oct. 2.

• Communication Objectives: Engage Douglas County stakeholders throughout the decision-making process, so everyone feels informed, even if they don't agree with the decisions. Announce funding decisions in a transparent and fun way. Continue community engagement during construction of new amenities

- Tactics have been primarily digital and include Douglas County's online newsroom, email distribution,
   YouTube videos, earned media, and organic social media.
- Results: Newsroom Post Views: 3,949; Social Media Impressions: 215,430; Facebook: 174,697; Instagram: 12,819; LinkedIn: 2,478; X: 8,657; NextDoor: 16,776; Email Open Rate: 45.5%; YouTube video views: 1,533; Fall Festival attendance: over 1,000 (estimated); Community Field Day attendance: 150 (estimated)
- Media: Total number of media mentions (online and print): 130; Estimated Reach (online and print): 96,900;
   Estimated Ad Equivalency Value (online and print): \$61,368

#### Commissioner Work Sessions – October 13, 2025

- Douglas County Zoning Resolution Amendment to Section 15 Administrative and Major PD Amendments Post Referral Comments The Board directed planning staff to revise and return proposed zoning amendments for Planned Developments (PDs), clarify referral language to specify HOAs within 1,000 ft and all regulatory agencies, retain and refine approval standard 1514.01 to include items such as traffic and water, and provide monthly summaries of administrative and material planning decisions. Commissioners agreed to keep the Planning Commission involved in major PD amendments but suggested holding hearings within the same week to expedite the process. Staff will also review the possible removal of sign posting requirements, ensure proper referral distribution (about 500 recipients), and implement the requested language changes.
- Legal Updates Executive Session No notes

## Commissioner Administrative Session – October 13, 2025

• Compark Metropolitan District – 30-Day Notice of Intent - At the October 13, 2025 Administrative Meeting, the Board of County Commissioners acknowledged the Compark Metro District's notice of intent to form a subdistrict and noted that a public hearing was scheduled for the following day regarding a proposed \$18.5 million debt increase, which would bring the district's total authorized debt to \$68.5 million.

- Lot Line Adjustment The Board was briefed on a successful lot line adjustment near Ponderosa High School, where engineering staff completed trail and bridge improvements and exchanged equal property strips with an adjacent homeowner, resulting in no net loss of county acreage.
- **Boards and Commissions** The Board unanimously appointed Michael McCormick as the District 3 Alternate to the Planning Commission. Passes 2-0.
- Other: Final approval for the new quarterly county magazine, Douglas County Neighbor, to proceed to print. Staff was directed to coordinate a Zebulon presentation including a financing slide by Martha, and to follow up on communications feedback provided by Sean Owens.

## Commissioner Work Sessions – October 14, 2025

- DCSO/Sheriff Personnel Matters Executive Session
  Motion Direct staff to explore retirement healthcare plans for the sheriff's department, based on input from the sheriff and undersheriff. The motion was supported as a way to address long-term funding needs in justice and public safety. A friendly amendment set the delivery deadline for the staff's report to the end of the first quarter. Passes 3-0.
- Zebulon (Negotiations) Executive Session No Notes

#### **Public Works Bid Calendar**

Project Description	Plans Available to Contractors	Contractor Pre- Bid Conference	Project Bid Opening	Tentative BCC Approval Date
Waterton Road & Eagle River Street Roundabout Project CI 2025-007	Sept. 29, 2025	Oct. 8, 2025	Oct. 21, 2025 13 bids under review	Nov. 18, 2025

This project consists of construction of a roundabout at the intersection of Waterton Road and Eagle River Street in the Sterling Ranch community. Work includes removals, aggregate base course, concrete pavement, curb and gutter, median material, asphalt pavement, street light pole assembly and associated wiring, rectangular rapid flashing beacons, pavement markings, construction surveying, and traffic control.

## **Planning Services Activity Report**

Completed Projects							
Dist.	Date	Project Title	Project Description	Project Type	Project No.		
2	10/08/25	3879 N State Highway	Fall festival event for 5 weekends in Sept and	Major Ent	EE2023-005		
		83	Oct over a 5-year period.	Event			
3	10/09/25	Sterling Ranch Planned	Clarify trail uses permitted within the Willow	Planned Dev -	ZR2025-005		
		Dev, 11 <sup>th</sup> Amd	Creek Wildlife Corridor.	Admin Amd			
1	10/10/25	9056 E Parker Rd,	New shade structure over an existing	USR	US2025-015		
		11th Amendment	outdoor learning area	Amendment			
2	10/13/25	The Meadows Filing	Town of Castle Rock - reconfigure Tract A	External	RE2025-150		
		19, Parcel 2S Amd 1	boundary & increase the area of Lot 1.	Referral			

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	10/13/25	Sundown Oaks	New Service Plan for Sundown Oaks	New Service	SV2025-005
		Metropolitan District	Metropolitan District.	Plan	
2	10/13/25	Lagae Family Trust	City of Castle Pines - setback variance from	External	RE2025-156
		Minor Dev Lot 5	20' to 14' or 11.2' for a commercial structure	Referral	
2	10/13/25	HH Subdivision	Town of Castle Rock - Site Development Plan	External	RE2025-158
		Amendment 2, Lot 2	to expand & improve an existing church.	Referral	
2	10/13/25	Charter Oaks, Filing	City of Castle Pines for a Site Improvement	External	RE2025-148
		No 1, Lot 3, 6th Amd	Plan detailing a 510 square foot coffee shop.	Referral	
1	10/13/25	Pine Curve Filing 1	2 <sup>nd</sup> request - Town of Parker to divide 25.13	External	RE2025-149
			am/I to create open space, parks & drainage.	Referral	
1	10/13/25	Looking Glass Filing	2 <sup>nd</sup> referral request from the Town of Parker	External	RE2025-147
		33	for the final plat of Looking Glass Filing 33.	Referral	
1	10/13/25	Douglas County Ind'l	Request to add fuel storage tank to existing	SIP	SP2025-076
		Park Filing 1, Lot 5, 1st	commercial site.	Modification	
		Rev, 8 <sup>th</sup> Mod			
2	10/13/25	Canyonside Filing 4,	Referral request from the City of Castle Pines	External	RE2025-154
		Havana St Pond	for an access road.	Referral	
		Access Road			
3	10/13/25	River Canyon Filing 2,	DWSD for expansion and renovation of the	Location and	LE2025-018
		3 <sup>rd</sup> Amd, Lot 2A-1	Chatfield Basin Water Reclamation Facility.	Extent	
1	10/14/25	Inverness Filing 7, 15 <sup>th</sup>	Request to replace existing generator.	SIP	SP2025-072
		Amd, Lot 1A, 1 <sup>st</sup> Rev,		Modification	
		7 <sup>th</sup> Mod			
2	10/14/25	Castle Pines Village	Request to create 17 single-family residential	Final Plat	SB2024-034
		Filing 14A, 2nd Amd	lots.		
2	10/21/25	Pinery Filing 8B, Lot	Request for adjust boundary between	Administrative	SB2025-011
		52A	residential lot and County-owned tract.	Replat	

Referrals						
Dist.	Date	Project Title	Project Description	Project Type	Project No.	
1	09/24/25	10615 Tomahawk Rd	Request to board no more than 12 horses.	Administrative Horse Boarding	US2025-014	
1	09/24/25	11866 Heirloom Parkway	Request for new Site Improvement Plan (SIP) for a church and related improvements.	Site Imp Plan	SP2025-065	
3	09/24/25	Town of Sedalia, Block 7, Lots 9 through 14	Request to convert a restaurant to an event center use with shows and classes.	Use by Special Review	US2025-009	
3	09/26/25	Sterling Ranch Planned Dev 13 <sup>th</sup> Amd	Revise Section S-1.2, school land dedication.	Planned Dev - Major Amd	ZR2025-009	
3	09/29/25	5960 N US Highway 85	SWSD to add water main and 500,000-gallon ground water storage tank.	Location and Extent	LE2025-019	
1	09/30/25	9056 E Parker Rd, 11th Amendment	New shade structure over an existing outdoor learning area.	USR Amendment	US2025-015	
1	09/30/25	Pinery Village Filing 1, 1st Amendment, Lot 3	Create one lot and three tracts from two existing lots in preparation for development.	Administrative Replat	SB2025-034	
1	10/03/25	10411 Cosmopolitan Circle	New T-Mobile wireless small cell telecommunications facility.	Site Imp Plan	SP2025-066	
2	10/08/25	Echo Valley Road Zone Map Change	ER to A1 to bring into compliance with the Master Plan.	Zoning Map Change	DR2025-009	

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	10/08/25	Perry Park Filing 7, 1st	Request to adjust the common lot line	Administrative	SB2025-035
		Amd, Lot 11 & 17	between two residential lots.	Replat	
2	10/13/25	Bears Den Rural Site	Request for a residential building envelope	Exemption	EX2025-008
		Plan Ex, 18th Amd	adjustment on Parcel 16B.		

Upco	Upcoming PC Hearings						
Dist.	Date	Project Title	Project Description	Project Type	Project No.		
2	11/03/25	9560 S East Cherry	Request to allow 14 horse lessons per day.	Use by Special	US2025-003		
		Creek Rd		Review			
3	11/03/25	Sterling Ranch Planned	Revise Section S-1.2, commitments for	Planned Dev –	ZR2025-009		
		Dev, 13 <sup>th</sup> Amd	school land dedication and cash-in-lieu.	Major Amd			
2	11/03/25	Bears Den Rural Site	Kennel for the keeping of more than 4	Use by Special	US2025-012		
		Plan, 2 <sup>nd</sup> Ex, Lot 16B	household pets (birds).	Review			
	12/01/25	2050 Transportation	Adoption of the 2050 Transportation Master	Master Plan			
		Master Plan	Plan.				
1	12/01/25	Pinecrest Community	Request for a Minor Development	Minor	SB2024-070		
		Church	application to subdivide parcel into 2 lots.	Development			
3	12/15/25	Town of Sedalia,	Use by Special Review for Event Center in	Use by Special	US2025-009		
		Block 7. Lots 9 - 14	Sedalia (site of former Gabriel's Restaurant).	Review			

Upco	Upcoming BCC Land Use Hearings or Meetings						
Dist.	Date	Project Title	Project Description	Project Type	Project No.		
2	10/28/25	Pinery Planned Dev, 31 <sup>st</sup> Amd	Increase dwelling units in PA 63 for future development of up to 44 residential lots.	Planned Dev -	ZR2023-002		
			·	Major Amd			
2	10/28/25	Fee Waiver Request -	Use of Fairground Regional Trail for the 2025	Fee Waiver			
		\$1,210 for the Turkey	Turkey Rock Trot fundraising event on				
		ROCK Trot	November 27, 2025.				
2	10/28/25	Fee Waiver Request -	Use of Fairgrounds Regional Park Field 1 for	Fee Waiver			
		\$250 for Nueva Vida	La Liga FC soccer league on 10/4/25 and 4				
		Ministries	subsequent Saturdays 10:00 a.m. to noon				
1	11/03/25	Pinery Planned Dev,	Allow for mini warehouse use in Business	Planned Dev -	ZR2025-006		
		33 <sup>rd</sup> Amd	Park Planning Areas.	Major Amd			
2	11/03/25	Canyons South Filing	Request to adjust road and tract boundaries.	Replat	SB2025-018		
		1A, 4th Amendment					
3	11/03/25	Range Metropolitan	Set a hearing date for November 18	Service Plan	SV2025-007		
		District – First Amd		Amendment			
2	11/03/25	9998 South Perry Park	115 acres from RR to A-1 to be consistent	Zone Map	DR2024-005		
		Road	with an existing conservation easement.	Change			
3	11/18/25	Range Metropolitan	Approval of first service plan amendment for	Service Plan	SV2025-007		
		District – First Amd	the Range Metropolitan District.	Amendment			
2	11/18/25	9560 S East Cherry	Request to allow 14 horse lessons per day.	Use by Special	US2025-003		
		Creek Rd		Review			
3	11/18/25	Sterling Ranch Planned	Revise Section S-1.2, commitments for	Planned Dev –	ZR2025-009		
		Dev, 13 <sup>th</sup> Amd	school land dedication and cash-in-lieu.	Major Amd			
2	11/18/25	Bears Den Rural Site	Kennel for the keeping of more than 4	Use by Special	US2025-012		
		Plan, 2 <sup>nd</sup> Ex, Lot 16B	household pets (birds).	Review			
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Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	11/18/25	Owens Industrial Park	Request for Brannon Sand and Gravel	Use by Special	US2021-002
		Filing 1, 1 <sup>st</sup> Amd, Lot 1A	asphalt batch plant.	Review	
		& M/B Parcel, 3 <sup>rd</sup> Amd			
1	12/16/25	Pinecrest Community	Request for a Minor Development	Minor	SB2024-070
		Church	application to subdivide parcel into 2 lots.	Development	

Pre-s	Pre-submittals					
Dist.	Date	Project Title	Project Description	Project Type	Project No.	
1	10/08/25	8754 North State	Allow for a mix of commercial uses with	Rezoning	PS2025-220	
		Highway 83	multiple buildings on the site.			
3	10/09/25	M/B East of US 85 at	Range Metro Dist to install potable water	Location and	PS2025-211	
		Airport Rd, (Range PD)	lines, pumping stations and storage tanks.	Extent		
1	10/10/25	9315 Sand Creek Rd	Create a second residential building lot.	Minor Dev	PS2025-218	
				Residential		
2	10/10/25	Addington/Gearke Ex,	Delete a plat note to allow for the	Exemption	PS2025-219	
		2 <sup>nd</sup> Amd, Parcel A-1	construction of an ADU.			
3	10/10/25	Highlands Ranch Filing	4,100 SF Mechanical Yard and building	SIP Revision	PS2025-229	
		20, 17th Amd, Lot 2A-	access changes.			
		4A				
3	10/10/25	Metes & Bounds	Operate a landscape business on the	Site	PS2025-108	
		North of Titan Rd,	Business zoned portion of a split zoned	Improvement		
		East of Wildlife Way	property.	Plan		
3	10/10/25	Sterling Ranch Filing	333 luxury rental apartments in the Sterling	Site Imp Plan	PS2025-214	
		6A, Part Lot 231	Ranch development.			
2	10/15/25	2190 N State Highway	Rezoning from RR to SR to allow for the	Rezoning	PS2025-226	
		83	development of 20 residential lots.			
1	10/21/25	Pinery Meadows Final	Final plat and SIP in line with the Preliminary	Final Plat	PS2025-217	
		Plat	Plan for the Pinery Meadows PD.			
2	10/21/25	8635 South State	Alter design of the wall, parking lot lighting,	Amendment	PS2025-215	
		Highway 83	landscape plan and management plan.			

Streamline Pre-submittals						
Dist.	Date	Project Title	Project Description	Project Type	Project No.	
1	10/08/25	Pinery Village Filing 1,	The applicant proposes a Lot Line Vacation	Administrative	PS2025-222	
		Most Lot 1 & 2 & Tract	to combine three lots into one contiguous	Replat		
		A Prospector Way	lot.			
2	10/08/25	Double D Exemption,	Vacate the lot line between parcels to create	Exemption	PS2025-213	
		Parcels 2 and 3	a larger building site for a new home.			
1	10/14/25	Hilltop Lots 22 and 23	Lot Line Vacation to combine two Lots.	Admin Replat	PS2025-230	

New Applications						
Dist.	Date	Project Title	Project Description	Project Type	Project No.	
2	10/08/25	Perry Park Filing 2,	Request to adjust a drainage easement on a	Administrative	SB2025-038	
		Block 9, Lot 15	residential lot.	Replat		
2	10/08/25	Dawson Trails Blvd	Town of Castle Rock - review the Roadway	External	RE2025-157	
		North Infrastructure	Construction Plans	Referral		

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	10/09/25	HH Subdivision	Town of Castle Rock - expansions and	External	RE2025-158
		Amendment 2, Lot 2	improvements to an existing church.	Referral	
3	10/09/25	7541 Daniels Park Rd,	Eligible Facilities Request for replacing	SIP SP2025-0	
		6 <sup>th</sup> Rev, 2 <sup>nd</sup> Mod	equipment on existing AT&T Cell Site.	Modification	
1	10/10/25	Stonegate Filing 22, 7 <sup>th</sup>	Request to 190 square foot freezer structure	SIP	SP2025-078
		Amd, Lot 90A, 1 <sup>st</sup> Mod	to convenience store site.	Modification	
2	10/10/25	Pinewood Knolls, Lot	Lot Line Vacation to combine properties to	Administrative	SB2025-039
		62 and Lot 63	build a garage on the vacant lot.	Replat	
1	10/13/25	Pinery Planned	Rezone undeveloped school land within the	Planned Dev -	ZR2025-010
		Development 34 <sup>th</sup> Amd	Pinery PD.	Major Amd	
3	10/13/25	Highlands Ranch	Rezone the undeveloped Eastridge school	Planned Dev -	ZR2025-011
		Planned Dev, 82 <sup>nd</sup> Amd	site	Major Amd	
2	10/13/25	Canyons Superblock	City of Castle Pines - subdivide the area into	External	RE2025-159
		Plat 1, Amd 1	conveyable lots.	Referral	
1	10/15/25	Pinery Village Filing 1,	Public mini-storage facility and a collision	Site Imp Plan	SP2025-079
		1st Amd, Lot 3B	center.		
1	10/17/25	Meridian Int'l Business	Request to add security fencing around a	SIP	SP2025-080
		Center Filing 1, 2 <sup>nd</sup> Amd	portion of a commercial property.	Modification	
	10/17/07	Block 5, Lot 1, 2 <sup>nd</sup> Mod			22222
2	10/17/25	Ramblewood	Request to subdivide into 70 single family	Preliminary	SB2025-040
	40/00/05	Preliminary Plan	residential lots and 8 tracts.	Plan	702025 042
3	10/20/25	Sterling Ranch	Modify planning areas on the Land Use Plan	Planned Dev -	ZR2025-012
2	10/20/25	Planned Dev 14 <sup>th</sup> Amd	and associated Plan Details.	Major Amd	DE202E 460
2	10/20/25	Meadows Filing 17,	Town of Castle Rock - 19,455 combined sq.	External	RE2025-160
		Area 4, Lot 6-A-1A, 1B & 1C, Amd 14	ft. mixed commercial space.	Referral	
	10/21/25	2040 CMP Amendment	Paguast for an Amandment to the 2010	СМР	DD2025 010
	10/21/25	Sec 8, Environmental	Request for an Amendment to the 2040 Comprehensive Master Plan Section 8	Amendment	DR2025-010
		Quality & Sec 10, Amds	Environmental Quality, and Section 10	Amendment	
		& Updates	Amendments and Updates.		
3	10/21/25	Highlands Ranch Filing	5,029 sq. ft. convenience store and eight fuel	Site	SP2025-081
	10/21/23	57A, 2 <sup>nd</sup> Amd, Lots 1,	pump islands.	Improvement	31 2023 001
		2A, 3	pamp isianus.	Plan	
	10/21/25	Residences at Platte	Arapahoe County - General Development	External	RE2025-162
	-, -,	Canyon General	Plan to rezone to PUD for development of	Referral	
		Development Plan	single family detached homes.	- 2	
2	10/21/25	567 Lake Gulch Road	Town of Castle Rock - preapplication to	External	RE2025-161
	, ,	Annexation	annex and change the zoning to PD	Referral	
3	10/21/25	Highlands Ranch Filing	Request for a lot line adjustment and lot line	Administrative	SB2025-041
		57A, 2 <sup>nd</sup> Amd, Lots 1,	vacation to accommodate new	Replat	
		2A, 3	development.		

New Miscellaneous Jobs					
Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	10/09/25	14756 Yucca Lane,	STR application for primary residence, 2	Short-Term	MI2025-022
		Doncer	bedrooms, 4 occupants max	Rental	

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	10/14/25	6948 Fox Cir, Bradley	STR Application for Primary Residence, 4	Short-Term	MI2025-021
		and Kim-NGOC Fales	Bedrooms, 8 occupants max	Rental	
		Family Trust			

New	New Sign Permits						
Dist.	Date	Project Title	Project Description	Project No.			
3	10/14/25	Highlands Ranch Filing 142, Lot	Amaze Lash Skin Brow - 9579 S University Blvd #5	SG2025-127			
		5	Unit #270				
1	10/15/25	Meridian Int'l Business Center	Ridgeline at Meridian Village - 10801 Levitt St	SG2025-128			
		Filing 7H, Tract A		& 2025-129			
3	10/15/25	Highlands Ranch Filing 26, Lot 1	Modern Vintage Marketplace - 2690 E County Line #I	SG2025-130			
2	10/20/25	Castle Pines Village Filing 10,	The White Antler - 862 W Happy Canyon Rd Unit 115	SG2025-132 -			
		3rd Amd, Lot 2A-1A		2025-134			
2	10/20/25	Meadows Square Condos, # 100	The Ruff House - 3197 N Commerce Ct	SG2025-131			
3	10/20/25	Highlands Ranch Filing 123A, Lot	Rock the Stages - 9427 S University Blvd	SG2025-135			
		5					
1	10/21/25	Castle View Heights Amended,	Courtyard by Mariott - 8320 S Valley Hwy	SG2025-136			
		5 <sup>th</sup> Amd, Lot 3B		- 2025-139			

Speci	Special Event Liquor Permits					
Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.		
2	10/08/25	18 Hands Community Pumpkin Patch Fundraiser	18 Hands Community - 3879 N State Highway 83	LL2025-079		