

Grant Agreement Staff Report

Date: March 25, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Jennifer L. Eby, AICP, Director of Community Services
CC: Jennifer A. D'Ambrosio, Community Programs Coordinator
Allison E. Cutting, Supervisor, Community Services
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Subject: **Grant Agreement for vehicle purchase between Douglas County and Castle Rock Senior Activity Center in the amount of \$180,000**

Board of County Commissioners' Business Meeting

April 8, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

This request is for approval of the Grant Agreement for vehicle purchase between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of \$180,000. The funds will be used to purchase two minivans and one 10-passenger bus, which will provide transportation services to Douglas County residents aged 60 and over for at least five years. This agreement requires a 20% match by CRSAC. Douglas County will reimburse up to 80% of the vehicle cost.

II. REQUEST

Staff requests approval of the Grant Agreement for vehicle purchase between Douglas County and CRSAC in the amount of \$180,000.

III. BACKGROUND

In 2025, the Board of County Commissioners budgeted \$1.5 million dollars in local accrued interest earned on American Rescue Plan Act funds to be used for a competitive grant program to support innovative and collaborative projects that assist Douglas County residents aged 60 and older. CRSAC submitted a grant application to the County requesting funds to help purchase reliable, accessible, and safe vehicles dedicated to providing transportation services for older adults. CRSAC has a strong history of partnering with the County to provide services that enable older adults to stay independent, live in their homes, and remain connected to their communities.

IV. DISCUSSION

CRSAC will purchase two minivans and one 10-passenger bus. This agreement requires that CRSAC provide a minimum of 20% cash match towards the cost of each vehicle. CRSAC will utilize the vehicles to offer transportation services to Douglas County residents aged 60 and over. Preference will be given for health and wellbeing appointments, nutrition, and community engagement trips. Douglas County will retain financial interest in the vehicles for a five-year period and CRSAC will submit yearly reports detailing the project impacts.

V. RECOMMENDED ACTION

Staff recommends approval of the Grant Agreement for vehicle purchase between Douglas County and CRSAC in the amount of \$180,000 as it complies with all federal, state, and County approval standards and policies.

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Grant Agreement Vehicle Purchase

Project Title Vehicle Purchase	Agreement Number OAICRSACVehicle		
Grantee Castle Rock Senior Activity Center (CRSAC)	Agreement Performance Beginning Date January 1, 2025		
Grantee Unique Entity ID: N3TLGNKFSLR1	Agreement Performance Expiration Date June 30, 2030		
Grant Maximum Amount: \$180,000	CFDA Number: N/A		
Agreement Purpose The purpose of this agreement is expand transportation services to older adults in Douglas County by purchasing 3 additional vehicles to be used by CRSAC to provide free transportation to adults aged 60 and over.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Scope of Work. 2. Exhibit B, Vehicle Certification. 3. Exhibit C, Vehicle Acceptance Form. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Agreement. 2. Exhibit A, Scope of Work. 3. Executed Option Letters (if any). 			
Principal Representatives: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For Douglas County: Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us </td><td style="width: 50%; vertical-align: top;"> For Grantee: Debbi Haynie 2323 Woodlands Blvd. Castle Rock, CO 80104 dhaynie@CRgov.com </td></tr> </table>		For Douglas County: Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	For Grantee: Debbi Haynie 2323 Woodlands Blvd. Castle Rock, CO 80104 dhaynie@CRgov.com
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PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas, State of Colorado
(the “County”)
Address: 100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7401
Facsimile: (303) 688-1293

GRANTEE: Castle Rock Senior Activity Center (CRSAC)
Address: 2323 Woodlands Blvd.
Castle Rock, CO 80104
Contact Name: Debbi Haynie
Telephone: 303-688-9498
Email: dhaynie@CRgov.com

The County and the Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

- A. In 2025, the Douglas County Commissioners approved \$1.5 million dollars from local funds designated to be used for a competitive grant program that will support innovative and collaborative projects that assist Douglas County residents aged 60 and older.
- B. Grantee submitted a grant application to the County that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (“Scope of Work”). The Grantee agrees to complete the Scope of Work in accordance with the approved budget.
- C. Grantee shall adhere to the reporting requirements outlined in the **Scope of Work**
- D. The County approved Grantee’s grant request on **January 10, 2025**, subject to the execution of this grant agreement (the “Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the Parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the County hereby awards to Grantee a sum **not to exceed \$180,000** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the County. Any material modification to the Project undertaken without the County's prior written consent may be deemed a breach of this Agreement, entitling the County to all remedies available under this Agreement.
4. **Authorized Representative.** Jennifer D'Ambrosio, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Grantee under this Agreement.
5. **Payment of Grant.** Subject to the County's determination in its sole discretion that Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in **Exhibit A**. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the maximum amount of funds appropriated for this Agreement is **ONE HUNDRED EIGHTY THOUSAND Dollars (\$180,000)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Grantee Contribution.** Funding of any grant awards under this Agreement shall be contingent upon Grantee providing a cash contribution of at least 20% of the total estimated budget for the project toward the vehicle purchase.
7. **Reporting Requirement.** Grantee agrees to report completely in accordance with the requirements of the Scope of Work and to provide the County with any additional or follow up information as may be requested by the County.
8. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state, or federal government.

The Project must provide a benefit to Douglas County residents aged 60 and older or their caregivers.

9. **Personal Data.** The 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 Douglas County 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 Douglas County Authorized Representative (crsgrants@douglas.co.us or 303-660-7460) 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.

10. Liability. The Parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties 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 the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

11. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Grantee or any other person or entity whatsoever, for any purpose whatsoever. The Grantee 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 this Agreement; provided, however, that the Grantee need not indemnify or save harmless the County, its commissioners, officials, officers, directors, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

12. Independent Contractor. The Grantee is an Independent Contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees, or volunteers of the Grantee for all purposes. It is not intended, nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. 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 Grantee and/or its designated agent(s). The Grantee acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Grantee or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Grantee 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.

13. 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.

14. Audits and Accounting. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant Award. The County shall retain the authority to audit for two years after Project completion.

15. Inspection. Throughout the term of this Agreement, the County shall have the right to inspect the Project area to ascertain compliance with this Agreement.

16. Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available Grant Award balance at the time of the effective date of the termination.

17. Effect of Project Closeout or Termination. Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. 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 Grantee to:

Douglas County
Department of Community Services
Jennifer D'Ambrosio
100 Third Street
Castle Rock, CO 80104
(303) 660-7400
E-mail: crsgrants@douglas.co.us

with a copy to:

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

and by the County to:

Debbi Haynie
2323 Woodlands Blvd.
Castle Rock, CO 80104
303-688-9498
dhaynie@CRgov.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via electronic mail, 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.

19. Assignment. Grantee may not assign its rights under this Agreement.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

21. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. Fax, Email and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by fax or email as if they were original signatures.

23. Third Party Beneficiary. The Parties hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the County and Grantee, and that no third-party beneficiaries are intended.

24. Waiver. The failure of either Party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the Party against whom the waiver is sought to be enforced.

25. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the Entire Agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the County, and signed by the Parties to this Agreement.

26. Advertising, Marketing and Promotional Materials. Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

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

APPROVED AS TO CONTENT:

Abe Laydon
Chair, Board of County Commissioners

Jennifer L. Eby
Director of Community Services

Date: _____

Date: _____

Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

Arielle Denis
Assistant County Attorney

Douglas J. DeBord
County Manager

Date: _____

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: Castle Rock Senior Activity Center

Name: (Signature) _____

Name: (Print) _____

Title: _____

Date: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, _____

by _____.
(name of signatory)

My commission expires:_____

Witness my hand and official seal

Notary Public

EXHIBIT A

SCOPE OF WORK

Project Period **January 1, 2025 – June 30, 2030**
Title of Project **Vehicle Purchase**

A. Project Description

Purchase reliable, accessible, and safe vehicles dedicated to providing transportation services for older adults in Douglas County. The vehicles will be used for the benefit of Douglas County residents aged 60 and older and their caregivers. Preference should be given for health and wellbeing appointments, nutrition, and community engagement trips.

B. Project Budget

A grant **not to exceed \$180,000** is awarded to **CRSAC** to purchase **two (2) minivans and one (1) 10-passenger bus** to offer services to Douglas County residents aged 60 and over and their caregivers. A match of at least **20%** for each vehicle is required.

CRSAC must provide documentation of a cash match (ex. organization funds, other grant funds, manufacturer's discount) of at least **20%** for each purchased vehicle and that each vehicle has been registered and insured upon purchase.

C. Procurement

Purchase procedures for vehicles must be followed and are outlined below:

1. Obtain written purchase approval from Douglas County Project Manager prior to purchase.
2. Once purchase is verified by Douglas County and a vehicle is ordered, Douglas County shall be notified of the agreed upon delivery date between the selected vendor and the Grantee and Douglas County may choose to attend the delivery of the vehicle.
3. Upon delivery, Grantee shall be responsible for having the vehicle inspected and accepted within ten (10) calendar days of delivery from vendor; unless vehicle defects discovered during inspection prevents Grantee from accepting the vehicle in the 10-day time frame, at which time the vendor will be contacted to rectify the issue(s) of concern.
4. Grantee shall be responsible for reimbursing the selected vendor within thirty (30) calendar days after acceptance of the vehicle.

D. County Interest – Useful Life

CRSAC must certify that the vehicle(s) will be used for the intended purpose for five-years.

1. Following purchase and acceptance of the Project Property, Grantee shall provide to Douglas County notice in Exhibit C ("Vehicle Acceptance Form").
2. **CRSAC** shall not dispose or otherwise release the Project Property to any other party without prior written approval from Douglas County.

3. Douglas County retains financial interest in the vehicles for a five-year period while the vehicles remain in service.

E. Payment Terms

Douglas County will provide **CRSAC** a maximum of up to **\$180,000** in Grant Award dollars to purchase vehicles. Douglas County will reimburse organization total purchase price, less cash match provided by CRSAC (required at least 20%). The dollars will be provided on a reimbursement basis when the required vehicle certification on **Exhibit B** is signed, and a Purchase Agreement or final Bill of Sale for each vehicle is provided to the County. Douglas County will reimburse CRSAC as vehicles are purchased and necessary documentation for each vehicle is submitted.

F. Reporting Requirements

Grantee is required to submit a project report (progress) and a yearly report (annual) on the dates shown below. The purpose of these reports is to describe the results of the Older Adult Initiative grant award and the impact for Douglas County residents aged 60 and older.

Report Type	Reporting Period	Due Date
Progress	January 1 – June 30, 2025	July 31, 2025
1 st Annual	July 1, 2025 – June 30, 2026	July 31, 2026
2 nd Annual	July 1, 2026 – June 30, 2027	July 31, 2027
3 rd Annual	July 1, 2027 – June 30, 2028	July 31, 2028
4 th Annual	July 1, 2028 – June 30, 2029	July 31, 2029
5 th Annual	July 1, 2029 – June 30, 2030	July 31, 2030

EXHIBIT B

VEHICLE CERTIFICATION

I certify that the vehicle purchased by **CRSAC** with Douglas County Older Adult Initiative (OAI) funds on _____, 20____, will be used for the purpose outlined in Exhibit A. The vehicle purchased with OAI grant funds has been insured. Registration is complete, and all required documents are attached.

Signed,

Official's Name and Title

Organization Name

Date

EXHIBIT C

VEHICLE ACCEPTANCE FORM

Purpose:

This form is intended to acknowledge the receipt, inspection, and acceptance of a vehicle. CRSAC confirms the vehicle condition and accepts it as described below.

Date of Acceptance:**Vehicle Information:**

- **Make:**
- **Model:**
- **Year:**
- **VIN (Vehicle Identification Number):**

Condition of Vehicle:

The vehicle described above has been inspected and found to be in the following condition:

If any damages or issues are noted, they are described as follows:

Inspection Checklist:

- ☐ Exterior inspection completed
- ☐ Interior inspection completed
- ☐ Fluid levels checked
- ☐ Tires inspected
- ☐ Battery checked
- ☐ Safety features (e.g., airbags, brakes, etc.) inspected
- ☐ No visible signs of accidents or repairs

Acceptance Acknowledgment:

Name: _____

Signature: _____

Date: _____