



BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, APRIL 8, 2025

AGENDA

Tuesday, April 8, 2025

1:30 PM

Hearing Room

Invocation – Darrin Kessler

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. Resolution Proclaiming April as Child Abuse Prevention Month.
Nicole Adams, Assistant Director of Protection Programs — *Human Services*
The Board of County Commissioners will consider a resolution proclaiming April 2025 as Child Abuse Prevention Month in Douglas County. This proclamation emphasizes the importance of fostering safe, nurturing environments for children and recognizes the community's collective responsibility in preventing child abuse and neglect.

Attachments: [Resolution 2025-Child Abuse Prevention Month](#)

3. **Consent Agenda**

- a. Approval of Minutes from Special Business Meeting on March 25, 2025.

Attachments: [Minutes Special Business Meeting 03.25.2025](#)

- b. Approval of Business Meeting Minutes from March 25, 2025.

Attachments: [Minutes Business Meeting 03.25.2025](#)

- c. Approval of Land Use Minutes from March 25, 2025.

Attachments: [Minutes LU PH Meeting 03.25.2025](#)

- d. Approval of Vouchers April 1, 2025

Andrew Copland, Director of Finance — *Finance Department*

The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 5,370,844.53
Electronic Funds Transfers	\$
Handwritten Checks	\$ 1,097,483.70
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 6,468,328.23

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.

Attachments: [04.01.25 BOCC](#)

e. Approval of Vouchers April 8, 2025

Andrew Copland, Director of Finance — *Finance Department*

The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 1,752,627.04
Electronic Funds Transfers	\$
Handwritten Checks	\$ 101,964.35
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 1,854,591.39

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.

Attachments: [04.08.25 BOCC](#)

- f. Tax Increment Revenue Agreement Between Douglas County and the Castle Rock Urban Renewal Authority regarding the Brickyard Urban Renewal Plan Over a 25-Year URA Period in the Amount of \$11,135,169.00.

Dan Avery, Special Projects Manager — *County Administration*

The Castle Rock Urban Renewal Authority (URA) proposes an agreement regarding tax increment financing (TIF) within the Brickyard Urban Renewal Plan area. The agreement would allow the URA to retain 100% of the property tax increment created by new development over the 25 year life cycle of the Brickyard Urban Renewal Plan. The property tax increment generated by the development would be used by the URA to partially fund necessary public improvements. The agreement is substantively like the financing agreement the County entered into with the City of Castle Pines two years ago and the City of Lone Tree last year.

The proposed Brickyard development under consideration by the Town of Castle Rock would redevelop the former Acme Brick plant at 401 Prairie Hawk Drive. The project would include at least 530 residential units, a 123-unit hotel, 29,387 SF of restaurant/retail space, and 55,521 SF of office or conference space. With Town participation, the project would also include a new 145,000 SF indoor sports center. As described in Town materials, the project would not be feasible without public investment in the form of this Tax Increment Financing in support of necessary infrastructure and other Town financing in support of the proposed recreation facility. Absent this redevelopment proposal and public support the Town anticipates the site would be used for storage or industrial purposes.

In support of this Tax Increment Revenue Agreement request and as required by statute, the Town prepared an Impact Report modeling fiscal impacts to the County from the redevelopment and proposed use of tax increment financing. The redevelopment is estimated to generate a County property tax increment that would increase from \$154,063 in 2027 to \$2,104,006 in 2050, totaling \$11,135,169 over the 25-year life of the URA. Under the proposed TIF agreement, Douglas County would forego these revenues, and they would instead accrue to the URA for construction of public improvements. The County would continue to receive its existing property tax base from the area, estimated at approximately \$18,000 annually, totaling \$452,000 over the 25-year URA period. The impact report indicates that the project will also generate new Douglas County sales tax receipts increasing from \$73,839 to \$361,080 annually, totaling \$6.8 million over 25 years. Douglas County would retain these future revenues. Updated sales tax estimates received in February based on land use plan refinements suggest that County sales tax receipts from this area could be closer to \$12.9 million over a 25 year URA period. With regard to County infrastructure and services, the impact report concludes that “Because the entire area will be located within the Town’s municipal boundaries, minimal impact on County services is anticipated.”

Colorado’s urban renewal statutes were amended in 2015 to give counties, school districts, and other taxing authorities a larger role in the urban renewal process. Counties are now eligible for representation on URA boards, and the statute also now provides a negotiation process regarding how much of the future property tax increment generated by a project will be allocated to the urban renewal area. This proposed agreement is the mechanism by which the Town and County agree on

allocation of property tax increment generated by the development. Under statute, if an agreement cannot be reached a mediation process may ensue.

Attachments: [Brickyard-TIF Agreement County \(revised 03.31.25\)](#)

- g. Beneficiary Agreement Between Covered Colorado and Douglas County in the Amount of \$150,000.00.

Dan Avery, Special Projects Manager — *County Administration*

The request is for approval of a beneficiary agreement between Douglas County and the Covered Colorado in the amount of \$150,000. Covered Colorado is a nonprofit corporation providing services to victims of sex trafficking at its Care and Education Center in Parker as well as in secure residential locations. Funding provided under this agreement will come from accrued interest earned on the County’s American Rescue Plan Act (ARPA) funds. Funding will benefit the organization in three primary ways: transportation, security, and operational support. Funds for transportation will be used to acquire a 12-passenger van to transport clients to medical appointments, job training, and counseling sessions. Funds for security will be used for security system upgrades and cameras at the organization’s Care and Education Center. Operational support will fund basic client needs, therapy materials, and grant-writing support. Funds will be expended by the beneficiary by December 31, 2026. Covered Colorado will be responsible for submission documentation of expenditures and an annual report at the end of each calendar year describing how the funds were used, number of clients served, and other performance metrics appropriate to demonstrate public benefit.

Attachments: [2025 DC - Covered Colorado - Beneficiary Agreement](#)

- h. Following the Recommendation of Assessor’s Office to Settle BAA Appeal.

Jeff Garcia, County Attorney — *County Attorney*

The Assessor's Office has requested a reduction in value for the following property. The values of the subject property has been appealed from the Board of County Commissioners (“BOCC”) sitting as the Douglas County Board of Equalization (“BOE”) to the State Board of Assessment Appeals (“BAA”). This case may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulation with the taxpayer. The information in this memo is a summary of the settlement justification offered by the Assessor's Office.

Attachments: [Board Memo 4.8.25](#)

- i. Fee Waiver Request in the Amount of \$250.00 for Fishing Event and Parking at Rueter-Hess Reservoir on April 19, 2025.

Steve Shoultz, CPRE, Assistant Director of Parks, Trails & Building Grounds — *Department of Community Development*

The request is for a fee waiver in the amount of \$250 from Journey Church for the parking fees at Rueter-Hess Reservoir for their Fishing Event on April 19, 2025.

Attachments: [Staff Report - Fee Waiver Journey Fishing Event](#)

- j. Grant Agreement for Vehicle Purchase Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$180,000.00.

Jennifer D'Ambrosio — *Community Services*

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-passengerbus, 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.

Attachments: [CRSAC OAI Vehicle Grant Agreement Staff Report](#)

- k. 2025 Amendment to Public Contract for Services with United Healthcare Services Inc. in the Amount of \$25,670,000.00.

Cristy Cobb, Benefits Manager — *Human Resources*

The attached annual amount represents the 2025 agreement for claims administration of the employee Health Insurance programs.

Attachments: [UHC Amendment 2025 - Final](#)

1. Colorado Department of Human Services, Behavioral Health Administration Child, Youth and Family Behavioral Health Services Grant Amendment to Extend the Term for One Additional State Fiscal Year, July 1, 2025 Through June 30, 2026.

Laura Ciancone, Douglas County Mental Health Division Manager — *County Administration*

Douglas County is the recipient of a State American Rescue Plan Act (ARPA) grant for Child, Youth and Family (CYF) Behavioral Health Services administered and managed by the state Behavioral Health Administration (BHA). The Board of County Commissioners approved a CYF grant contract extension with the BHA for state fiscal year 2025 at the June 11, 2024 business meeting marking the second state fiscal year that the County accepted CYF grant funding. The item before the Board is a contract amendment to extend the term for a third state fiscal year from July 1, 2025 through June 30, 2026. No additional funds are allocated. All unspent funds from the current state fiscal year 2025 will roll into the next.

The CYF grant has supported the development, implementation and evaluation of the Youth Care Compact (YCC) Pilot. The YCC serves children, youth and families living with mental health conditions, substance use disorders, intellectual and/or developmental disability/delay (IDD), and unmet basic needs who need help navigating the complexities of the mental/behavioral health systems of care and social services networks.

With this extension, the County will continue to provide and implement the following:

- One FTE Youth Care Compact Navigator in the Mental Health Division of the Department of Human Services
- Part of a Youth and Family Dyad, a case manager and peer recovery specialist team to support families working with YCC
- An evaluation of the YCC program
- Client flex funds
- Care coordination trainings for staff and the system of care that supports the YCC program

This grant contains a small amount of federal State and Local Fiscal Recovery Funds (SLFRF), and a larger portion of State General Funds and requires a 5% cash match which the County will meet through the General Fund.

Attachments: [24 IBEH 182020 - Am 3\(197512\) - Douglas County - BHAS - CYF1281](#)

- m. Contract with McLaughlin Counseling LLC for Child Welfare Services in the Amount of \$980,000.00.

Ruby Richards, Director — *Human Services*

The Department of Human Services (Department) released Request for Qualifications #043-22 Human Services Client and Staff Services and McLaughlin Counseling LLC was identified as a preferred vendor following qualifications review. This contract outlines services that will be provided to Child Welfare involved clients and families. Family time services for Child Welfare involved families is the most frequently utilized service as it is a statutory right for parents to continue to have contact with their children.

Attachments: [DC- MSA & SOSA- McLaughlin 25-26](#)

- n. Contract with Savio House for Child Welfare Core Services.

Ruby Richards, Director — *Human Services*

This Master Service Agreement (MSA) and Scope of Services Agreement (SOSA), provide Child Welfare involved clients and families with core services. The Department of Human Services (Department) released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and Savio House was identified as a preferred vendor following qualifications review.

Attachments: [MSA & SOSA- Savio House 2025](#)

- o. Harris Corrections PreTrial360 Software Implementation Project Amendment In the Amount of \$72,765.00.

Mike Wise, Sr. Manager Application Services — *Information Technology*

Extend contract term and add custom software development and product enhancements to the scope of work required to implement the PreTrial360 software as a replacement for legacy Community Justice Management System software. The total request is for \$72,765.00 budgeted from the Technology Fund: 800900.

Attachments: [Harris Corrections SOSA 2023-01 Amend 8 72765.00 AD Edits accepted 03.19.2025](#)

- p. Circular Edge- JD Edwards CNC Managed Services in the Amount of \$126,000.00.

Mike Wise — *Information Technology*

Contract with Circular Edge, LLC. in the amount of \$126,000.00 to provide IT CNC Managed Support Services for JD Edwards. Funding has been allocated from the maintenance budget 18900.444500

Attachments: [Circular Edge SOSA 2025-07 126000.00 CNC JDE Final](#)

- q. BridgeView IT Support Services Contracts in the Amount of \$97,760.00 with a Cumulative Spend of \$200,000.00 for 2025.

Jim Brown, Chief Technology Officer — *Information Technology*

BridgeView IT, Inc. provides staffing services for the Information Technology Department.

Scope of Service Agreement 2025-17 and 2025-18 are contracts to fill two I.T. Support Services positions. We are requesting Board approval to encumber \$97,760.00 which takes the cumulative yearly spend with Bridgeview to over \$200,000 in 2025. The funds have been budgeted out of the I.T. General Fund: 18100.

Attachments: [Bridgeview SOSA 2025-17 46800.00 Keegan Leavell](#)
 [Bridgeview SOSA 2025-18 50960.00 Samuel Magee](#)

- r. Construction Contract Amendment with Kraemer North America, LLC for Change Order 1A for an Amount not to Exceed \$5,448,001.81 for the US Highway 85 (Highlands Ranch Parkway to Dad Clark Gulch) Widening Project, Douglas County Project Number CI 2022-021, CDOT Project Number STU 0852-118 (23474).

Arthur E. Griffith, Transportation CIP Manager — *Department of Public Works Engineering* September 20, 2022, Douglas County Board of County Commissioners awarded Kraemer North America, LLC (KNA) a construction contract for an amount not to exceed \$101,284,008.09 to widen and reconstruct US 85 between Highlands Ranch Parkway and Dad Clark Gulch which is located less than a half mile north of County Line Road. Through the most recent progress payment application, ending February 25, 2025, KNA has completed \$96,459,246.39 and KNA is 78 days ahead of their scheduled September 29, 2025, completion date.

As of December 16, 2024, Douglas County has received State and Federal reimbursement payments totaling \$33,223,000 and has already collected approximately \$15,000,000 from the developers in the Chatfield Basin for this project.

Change Order 1A for \$5,448,001.81 represents approximately 5.4% of the original contract amount; and this change order is required in order to for KNA to complete the County's US 85 project. A majority of the additional costs for Change Order 1A is directly related to utility issues and providing a safer construction work zone that benefits both the traveling public and the various contractors' employees.

As part of this change order, the project incurred an additional \$2,046,200 for having to locate multiple utilities in conflict with the proposed improvements, and an additional \$616,000 for providing more Uniform Traffic Control (Douglas County Deputy Sheriffs) and \$856,754 for additional railroad flagging hours, and \$362,160 for providing an additional 10,060 linear feet of temporary concrete barrier; and \$616,975 for 667 more days of providing truck mounted temporary mobile attenuators over the past 30 months. See the attachment for a complete list of additional costs for this change order.

Funding is set aside for this Construction Contract Amendment to KNA for Change Order 1A as follows:

- \$948,001.81 from Fund 230, Business Unit 800308.467400
- \$4,500,000.00 from Fund 230, Business Unit 800998.467400

Attachments: [Contruccion Amend Change-Order-1A-KNA-US85-KNA-ag-jh-signed](#)

- s. Public Contract for Services for Selection and Design of the Gateway Monument Signage Project to Cushing Terrell in the Amount of \$143,640.00, Douglas County Project Number CI 2024-029.

Daniel R. Roberts, P.E., Assistant Director, Operations — *Department of Public Works Engineering*

Background Information:

One of the County’s 2025 priorities is the installation of entry signage on state highways on the County boundary, along with design and construction of iconic entry monuments on I-25 at the north and south Douglas County limits. This contract will engage a consulting firm to assist the County in selection and design of the entry monuments on I-25. (Other entry signage will be installed by Public Works Traffic Operations staff).

Consultant Selection Process:

A scope of work for this project was advertised on Bidnet, requesting that proposals to perform the work be provided. Proposals were received from four firms (Arapahoe Sign Arts, Cushing Terrell, DaVinci Sign Systems, and Schlosser) and were evaluated and ranked by Amy Strouthopoulos (Public Works), Jeanette Bare (Community Planning and Development), Steve Koster (Community Planning and Development) and Maisie Wingerter (Public Affairs). Based on this evaluation and ranking, Cushing Terrell is being recommended to perform this work.

The team recommends entering into an initial design contract with Cushing Terrell for an amount not to exceed \$143,640.00. The contract end date will be December 31, 2026.

Funding in the full amount of \$143,640.00 will come from Business Unit 800100, Fund 200.

Attachments: [PCS_Cushing_Terrell_02.19.2025 Dr Edits 04.04.2025](#)

- t. Construction Contract with Lighthouse Transportation Group for the Kendrick Castillo Way/Plum Valley Lane Intersection Signal Project, in the Amount of \$912,345.50, with an Additional \$136,000.00 as a Contingency Fund, for a Total of \$1,048,345.50, Douglas County Project Number TF 2021-026.

Karl Lucero Engineer III — *Department of Public Works Engineering*

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.

Bids were accepted on Tuesday, February 18, 2025, at 2:00 p.m. Six (6) bids were accepted and read. Sturgeon Electric Company Inc. was the low bidder, but after review of their bid documents it was determined that they did not submit a complete bid and was rejected. The next low bid submitted by Lighthouse Transportation Group has been reviewed and determined to be in compliance with Douglas County’s contract requirements.

Bid results are as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>	
Sturgeon Electric Company Inc.		\$ 874,849.00
Lighthouse Transportation Group	\$ 912,345.50	
Adiona Transportation Solutions, LLC		\$ 988,110.14
Morton Electric Inc.	\$ 991,500.59	
Advance Electrical Contracting		\$ 1,083,483.51
<u>RDZ Build</u>	<u>\$ 1,301,291.00</u>	
Engineer’s Estimate	\$ 1,151,480.00	
Average of Six (6) Bidders	\$ 1,025,263.29	

Staff is recommending entering into a Construction Contract with Lighthouse Transportation Group for the amount of \$912,345.50, for the Kendrick Castillo Way/Plum Valley Lane intersection Signal Project.

Staff also recommends approval of an additional \$136,000.00 (approximately 15% of the Bid Amount) as a contingency fund. The total amount of the contract, including contingency, is \$1,048,345.50.

Funding for this project will come from Business Unit 800833.473800, in Fund 230, for the amount of \$1,048,345.50.

Attachments: [Construction Contract Agmt Lighthouse Transportation](#)

- u. Acceptance of Special Warranty Deed from Diocese of Colorado Springs Regarding Right-of-Way for the East Parker Road and Miller Road Intersection Improvement Project, in the Amount of \$500.00; Douglas County Project No. CI 2025-003.

Dirk Zender, Real Property Acquisition Specialist II — *Department of Public Works Engineering*

The County is preparing to construct asphalt over lay improvements along East Parker Road east of the Town of Parker as part of its annual pavement management program. As part of the asphalt over lay improvements, the County will also widen the East Parker Road and Miller Road Intersection and install a raised island on the south side of the intersection to improve site distance problems on Miller Road as it approaches East Parker Road (the “Project”). In order to construct and maintain the Project improvements, the County needs to acquire approximately 146 sq. ft. of additional roadway right-of-way from a parcel of real property owned by the Diocese of Colorado Springs which houses the Ave Maria Catholic School (“Ave Maria”). County staff has discussed the Project with Ave Maria and reached agreement on the acquisition of the right-of-way needed to construct the Project.

Attachments: [Warranty Deed - Diocese Colo Spgs - Parker Rd Miller Rd](#)

4. Regular Agenda

- a. Construction Contract with RME Ltd., LLC dba Elite Surface Infrastructure. for the Hilltop Road Improvements Project - Segment 1, for the amount of \$14,435,665.80, Douglas County Project # CI 2020-029

Benjamin Pierce, P.E., Capital Improvements Supervisor — *Department of Public Works Engineering*

The County intends to construct improvements to the existing Hilltop Road, between Legend High School and the Crestview Drive/Village intersection on Hilltop Road. The project will consist of widening and realigning Hilltop Road within the project limits. The new roadway will be widened to four-lanes with curb and gutter, and a raised median. A roundabout will be constructed at the Crestview Drive/Village Road intersection on Hilltop Road, replacing the existing two-way stop-controlled intersection. Additionally, this project also includes a new storm sewer system that will outlet into permanent water quality ponds located adjacent to the roadway. The project was advertised with alternate bid schedules for asphalt and concrete pavement. Schedule A was for asphalt, and Schedule B was for concrete pavement.

On February 10, 2025, Douglas County Public Works Engineering solicited bids for the Hilltop Road Improvements Project - Segment 1. Alternate bid schedules for asphalt and concrete pavement were required for contractors to provide bids for. Six (6) bids were electronically delivered via Rocky Mountain BidNet on March 11, 2025, as was stipulated in the bid documents. The County elected to bid the project to solicit bids from each contractor for both asphalt pavement (Schedule A) and concrete pavement (Schedule B). Bid results are as follows:

CONTRACTOR

SCHEDULE A BID

RME Ltd., LLC dba Elite Surface Infrastructure	\$14,435,665.80
WW Clyde	\$16,575,444.00
Capital	\$17,114,318.65
Castle Rock Construction Company	\$17,415,853.78
American West Construction, LLC	\$17,694,250.00
FNF Construction, Inc.	\$17,863,957.70
Engineer’s Estimate	\$21,567,968.00

CONTRACTOR

SCHEDULE B BID

Castle Rock Construction Company	\$16,841,764.38
WW Clyde	\$18,591,718.00
RME Ltd., LLC dba Elite Surface Infrastructure	\$19,610,473.85
FNF Construction, Inc.	\$19,917,507.75
American West Construction, LLC	\$20,024,985.05
Capital	\$20,183,622.35
Engineer’s Estimate	\$21,637,987.00

Engineering staff considers RME Ltd., LLC dba Elite Surface Infrastructure to be the lowest responsive and responsible bidder for Schedule A - Asphalt Pavement. The recommendation to select the low bidder for asphalt pavement is based on the overall lower cost, which is significant at almost \$2.5 million in savings compared to the concrete pavement option. Engineering staff recommends approval of a construction contract to RME Ltd., LLC dba Elite Surface Infrastructure for an amount not to exceed \$14,435,665.80.

Funding for this construction contract is set aside in the following Business Units (BU), as follows:

\$13,000,000.00 in Fund 235, BU 801514

\$1,435,665.80 in Fund 230, BU 800156

Attachments: [DouglasCounty- Construction Contract- RME Ltd dba ESI - Hilltop Rd Improvement Project - Ben Pierce Cori C CI2020-029](#)

- b. Public Contract for Services with Several Vendors for 2025 Aviation Wildland Fire Support. Thomas Kenny, Emergency Service Manager — *Facilities and Fleet & Emergency Support Services*

As a result of ongoing dry conditions in and around Douglas County, coupled with limited air resources in the region for the purpose of wildland fire suppression, the Douglas County Office of Emergency Management is requesting approval to enter into contracts with several vendors utilizing “Call When Needed” service options. The Office of Emergency Management seeks approval for public service contracts with the following vendors:

10 Tanker Air Carrier, LLC

HeliQwest International

Trans Aero LTD

Contracts will take effect on April 10, 2025, and expire on December 31, 2025.

Attachments: [2025 CWN Aircraft Contract_10 Tanker 3.11.25](#)
[2025 CWN Aircraft Contract_HeliQwest 3.11.25](#)
[2025 CWN Aircraft Contract_Trans Aero 3.11.25](#)
[Sole Source Memo Approved](#)

- c. Adoption of 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, on First Reading.

Commander Alan Stanton — *Sheriff*

The Sheriff's Office has recommended that the Board Adopt Ordinance No. O-025-001, which incorporates the new provisions set forth Ordinance pertaining to Commercial and Recreational Vehicles in Highly Urbanized Areas in the Douglas County.

Attachments: [Proposed Amendment to Traffic Ordinance FINAL](#)
 [Proposed Amendment to Traffic Ordinance \(002\)](#)

- d. Heroes Hall Lease.

Jeff Garcia, County Attorney — *County Attorney*

Lease for veteran services facility at Douglas County Fair Grounds.

Attachments: [Heroes Hall Lease](#)
 [Exhibit B 3.26.25](#)

- e. Resolution Opposing Colorado Senate Bill 2025-03.

Jeff Garcia, County Attorney — *County Attorney*

Attachments: [Resolution SB3](#)

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 4.8.25](#)

9. Adjournment

The Next Business Meeting Will be Held on Tuesday, April 22, 2025 @ 1:30 p.m.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Nicole Adams, Assistant Director of Protection Programs

DESCRIPTION: Resolution Proclaiming April as Child Abuse Prevention Month.

SUMMARY: The Board of County Commissioners will consider a resolution proclaiming April 2025 as Child Abuse Prevention Month in Douglas County. This proclamation emphasizes the importance of fostering safe, nurturing environments for children and recognizes the community's collective responsibility in preventing child abuse and neglect.

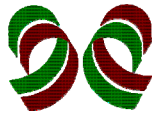
RECOMMENDED ACTION: Pass and Adopt

REVIEW:

Ruby Richards	Approve	4/4/2025
Jeff Garcia	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Resolution 2025-Child Abuse Prevention Month



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

**RESOLUTION PROCLAIMING APRIL AS CHILD ABUSE PREVENTION
MONTH.**

WHEREAS, all Douglas County children deserve to grow up in a safe and nurturing environment free from abuse and neglect; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, Douglas County Human Services received 4577 reports to its Child Abuse and Neglect Hotline in 2024;

WHEREAS, effective child abuse prevention programs succeed because of partnerships among human services, schools, mental health agencies, non-profit and faith-based organizations, law enforcement agencies, health care providers and the business community; along with parents and grandparents; and

WHEREAS, families and the public can report suspicion of child abuse and neglect by calling 303-663-6270 or 1-844-CO4KIDS (264-5437); and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful, situations, without family or community resources, and not knowing how to cope; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support and knowledge they need to raise their children in a healthy and loving environment;

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents so that they can raise their children in a safe, nurturing environment;

BE IT RESOLVED, that the Board of County Commissioners of the County of Douglas, Colorado, hereby proclaim the month of April 2025 to be Child Abuse Prevention Month in Douglas County, and urge all citizens to work together to address and significantly reduce child abuse and neglect now and in the future.

PASSED AND ADOPTED this 8th day of April, 2025, in Castle Rock, Douglas County, Colorado

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

BY:

ABE LAYDON

KEVIN VANWINKLE

GEORGE TEAL

ATTEST:

KRISTIN RANDETT, Clerk to the Board

www.douglas.co.us

MEETING DATE: April 8, 2025

DESCRIPTION: Approval of Minutes from Special Business Meeting on March 25, 2025.

ATTACHMENTS:

Minutes Special Business Meeting 03.25.2025



BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, MARCH 25, 2025

MINUTES

Tuesday, March 25, 2025

1:00 PM

Hearing Room

Special Business Meeting

1:30 PM

Rollcall

PRESENT: Chairperson Abe Laydon
Commissioner Kevin Van Winkle
Vice Chair George Teal

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

2. Regular Agenda

- a. Resolution Calling for an Election to Establish a Home Rule Charter Commission.
Jeff Garcia, County Attorney, commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-034

Commissioner Teal moved that the Board approve a Resolution Calling for an Election to Establish a Home Rule Charter Commission.

RESULT: ADOPTED
MOVER: George Teal
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal
Resolution No: R-025-016

- b. Resolution to Establish District Boundaries for Charter Commission Election.
Jeff Garcia, County Attorney, presented on this Item.

This is Motion No. 025-035

Commissioner Van Winkle moved that the Board approve a Resolution to Establish District Boundaries for Charter Commission Election.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: George Teal
AYES: Laydon, Van Winkle, Teal
Resolution No: R-025-017

3. Adjournment

www.douglas.co.us

MEETING DATE: April 8, 2025

DESCRIPTION: Approval of Business Meeting Minutes from March 25, 2025.

ATTACHMENTS:

Minutes Business Meeting 03.25.2025



BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, MARCH 25, 2025

MINUTES

Tuesday, March 25, 2025

1:30 PM

Hearing Room

Invocation –Jason Van Divier

1:30 PM

Rollcall

PRESENT: Chairperson Abe Laydon
Commissioner Kevin Van Winkle
Vice Chair George Teal

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

2. Ceremonies/Proclamations

a. Resolution Declaring March 2025 as Developmental Disabilities Awareness Month.

Maureen Waller, County Administration, addressed the Board to present on this Item and read the Resolution.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

Damon Bunch, Wellspring Community, addressed the Board to provide public comment.

Nathan Goodman, Castle Rock, addressed the Board to provide public comment.

Amelia McKeon, Parker Personal Care Homes, addressed the Board to provide public comment.

Commissioner Laydon commented on this Item.

Shanda McClaren, Integrated Life Choices, addressed the Board to provide public comment.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 025-036

Commissioner Teal moved that the Board approve Resolution Declaring March 2025 as Developmental Disabilities Awareness Month.

RESULT: ADOPTED
MOVER: George Teal
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal
Resolution No: R-025-018

3. Consent Agenda

This is Motion No. 025-037

Commissioner Van Winkle moved that the Board approve the requests in all Items "a" through "w" and "z" through "al" of the Consent Agenda. Items "x" and "y" are pulled.

RESULT: ADOPTED THE CONSENT AGENDA
MOVER: Kevin Van Winkle
SECONDER: George Teal
AYES: Laydon, Van Winkle, Teal

- a. Approval of Business Meeting Minutes from March 3, 2025.
- b. Approval of Land Use/Public Hearing Minutes from March 11, 2025.
- c. Approval of Vouchers March 11, 2025
- d. Approval of Vouchers March 18, 2025
- e. Approval of Vouchers March 25, 2025
- f. Following the Recommendation of Assessor's Office to Settle BAA Appeal
- g. Resolution Approving the Abatement Settlement Recommendations of the Assessor's Office
Resolution No: R-025-020
- h. Resolution Approving the Recommendation of the Abatement Hearing Referee.
Resolution No: R-025-021
- i. Resolution Making Appointments to the Douglas County Board of Health.
Resolution No: R-025-022
- j. Resolution Making Appointments to the Douglas County Open Space Advisory Committee.
Resolution No: R-025-023
- k. Resolution Making an Appointment to the Douglas County Cultural Council.

Resolution No: R-025-024

- l. Colorado State Department of Local Affairs 2024 Homeless Resolution Program Grant Agreement in the Amount of \$40,000.00 with a Required \$20,000.00 Match for a Project Total of \$60,000.00.
- m. FY 2025 DOLA Gray and Black Marijuana Enforcement Grant Program Award in the Amount of \$39,500.00.
- n. Purchase Order to TransWest Truck, Trailer, & RV in the Amount of \$247,989.00 Utilizing Sourcewell Contract #032824-NAF.
- o. Purchase Order to Peak Office Furniture, Inc. for the Approved 2025 Clerk & Recorder Remodel at the Wilcox Building, Phase II, in the Amount of \$160,566.79. Award IFB #048-23.
- p. Purchase Order to Strong Contractors for Phase V Roof Replacement Project at the Robert A. Christensen Justice Center, in the Amount of \$286,000.00. Award IFB #027-22.
- q. Purchase Order to Automated Building Solutions Inc. for Area A 2nd & 3rd Level Building Automation System Hardware Upgrades at the Robert A. Christensen Justice Center, In the Amount of \$121,800.00. Award RFQ #014-21.
- r. Purchase Orders to C3 Interiors, LLC. for Carpet Replacement DA 3rd Floor at the Robert A. Christensen Justice Center, in the Amount of \$106,905.64. Award IFB #008-24.
- s. First Amendment of Contract and Purchase Order to Security Central, Inc. for 2025 Scheduled Facility Alarm Monitoring Services to Douglas County Locations, in the Amount of \$30,000.00. Award of IFB #048-21.
- t. Purchase Order to Peak Office Furniture, Inc. for the Approved Lansing Point Satellite Space Furniture to Support the 23rd Judicial District and Douglas County Health Department Located at 11045 East Lansing Circle, Englewood, CO 80112 in the Amount of \$767,000.86.
- u. Construction Contract for the Palmer Divide Ave Phase 3 Project to HCG Construction LLC, in the Amount of \$1,294,872.00 and \$100,000.00 as a Contingency Fund, for a Total Amount of \$1,394,872.00, Douglas County Project Number CI 2023-013.
- v. Public Contract for Services with B2P, Inc. dba Basis Partners (Basis) for the Hilltop Road Project - Segment 1, Douglas County Project Number CI 2020-029, in the Amount of \$970,000.00.
- w. Revision of the Subdivision Improvements Agreement and Inter-Governmental Agreement for Sterling Ranch Filing No. 7A - Project File DV2023-410
- x. Construction Contract with Lighthouse Transportation Group for the Kendrick Castillo Way/Plum Valley Lane Intersection Signal Project, in the Amount of \$912,345.50, with an Additional \$136,000.00 as a Contingency Fund, for a Total of \$1,048,345.50, Douglas County Project Number TF 2021-026.
- y. Temporary Road Closure of Roxborough Park Rd Between Roxborough Dr and City of Aurora Easement for the Placement of Class 6 Material and Grading the Road after the Installation of Water Lines for Roxborough Water and Sanitation District; Douglas County Project Number DV2024-305

- z. Acceptance of a Secondary Storm Drainage Easement from South Suburban Park and Recreation District, for 400 West County Line Road 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. DV 2024-280.
- aa. Quitclaim to the Town of Castle Rock of Any Interest Douglas County May Have in an Approximately 0.83-Acre Tract of Residual Right-of-Way for Old Ridge Road Located Adjacent to Founders Parkway.
- ab. Grant of Utility Easement to CORE Electric Cooperative to Accommodate the Installation of an Underground Electrical Transmission Line Near the Tomah Road/I-25 Frontage Road Intersection.
- ac. ANM Cisco Network Equipment Purchase for Lansing in the Amount of \$113,316.56.
- ad. Beacon Communications Lansing Point Conference Rooms Project in the Amount of \$308,422.94
- ae. Cornerstone OnDemand Annual Renewal in the Amount of \$218,854.48.
- af. Computronix Sustainment Annual Renewal in the Amount of \$60,000.00.
- ag. Crowe, LLP WorkSMART Microsoft Dynamics Implementation in the Amount of \$2,131,000.00
- ah. DevIQ First Amendment of the BITS Replatform Project in the Amount of \$64,800.00, Cumulative \$164,135.00.
- ai. Northwoods Electronic Content Management System Renewal in the Amount of \$148,024.00.
- aj. 2026 Application for the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Grant in the Amount of \$2,576,391.00.
- ak. Resolution To Give Full And Timely Notice of a Public Meeting on The Douglas County Public Website, As The Official Public Place For Posting of Public Notices For the Meetings of The Board of County Commissioners and All Local Public Bodies Established and Created By The Board of County Commissioners Pursuant To Section 24-6-402(2)(c)(I), C.R.S., and Subsection (2)(c)(III).
Resolution No: R-025-025
- al. Resolution Adopting County Revitalization Authority Policy.
Resolution No: R-025-026

4. Regular Agenda

- a. Contract for Service With River North Transit LLC for Microtransit Services in the Amount of \$2,901,410.00.

Ryan Arthur, Community Services, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

Jim Martin addressed the Board to provide comment.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

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.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-038

Commissioner Teal moved that the Board approve Contract for Service With River North Transit LLC for Microtransit Services in the Amount of \$2,901,410.00.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Laydon, Van Winkle, Teal

- b. Amendment of Resolution R19-029 Resolution for the Control and Licensing of Household Pets, Douglas County Colorado.

Commander Alan Stanton, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Bryanna Munns, Animal Law Enforcement Sergeant, 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.

Public Comment:

Kim Greer, Larkspur, addressed the Board to provide public comment.

Ms. Munns addressed the Board to help answer questions from public comment.

Commissioner Van Winkle commented on this Item.

This is Motion No. 025-039

Commissioner Van Winkle moved that the Board approve Amendment of Resolution R19-029 Resolution for the Control and Licensing of Household Pets, Douglas County Colorado.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: George Teal
AYES: Laydon, Van Winkle, Teal
Resolution No: R-025-019

- c. 2025 Master Services Agreement with Tessa for Domestic Violence Safehouse Operation in the Amount of \$350,000.00.

Steven Dodrill, Community Services, addressed the Board to present on this Item.

Anne Markley, Tessa, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

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. 025-040

Commissioner Teal moved that the Board approve 2025 Master Services Agreement with Tessa for Domestic Violence Safehouse Operation in the Amount of \$350,000.00.

RESULT: ADOPTED
MOVER: George Teal
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal

5. Citizen Comments / Organization Comments - If Time Allows

Kim Greer, Larkspur, addressed the Board to provide citizen comment.
Commissioner Laydon provided comment.

Allan Sedmak, Perry Park, addressed the Board to provide citizen comment.

Gary Wood, Perry Park, addressed the Board to provide citizen comment.

6. Commissioner Comments

Commissioner Teal provided comment.

Commissioner Van Winkle provided comment.

Commissioner Laydon provided comment.

Commissioner Teal provided comment.

Commissioner Van Winkle provided comment.

7. Other Business

8. County Manager

a. County Manager Report.

9. Adjournment

The Next Business Meeting Will be Held on Tuesday, April 8, 2025 @ 1:30 p.m.

www.douglas.co.us

MEETING DATE: April 8, 2025

DESCRIPTION: Approval of Land Use Minutes from March 25, 2025.

ATTACHMENTS:

Minutes LU_PH Meeting 03.25.2025



**BOARD OF COUNTY COMMISSIONERS LAND USE
MEETING/PUBLIC HEARING**

TUESDAY, MARCH 25, 2025

MINUTES

Tuesday, March 25, 2025

2:30 PM

Hearing Room

2:30 PM

Rollcall

PRESENT: Vice Chair George Teal, Abe Laydon and Kevin Van Winkle

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 properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

2. Land Use Meeting Agenda Items

a. Fields Filing 2 - Final Plat - Project File: SB2024-027.

Heather Scott, Department of Community Development, addressed the Board to present on this Item.

Commissioner Teal commented on this Item.

Troy Bazel, Hilltop Brothers LLC, addressed the Board to comment on this Item.

Commissioner Laydon asked the applicant if they agreed to the 5 conditions as presented. The applicant agreed to the conditions as presented.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item and asked a clarifying question. Ms. Scott addressed the Board to answer the Commissioner's question.

This is Motion No. 025-041

Commissioner Teal moved that the Board approve Fields Filing 2 - Final Plat, because it does meet all of the approval criteria with 5 Conditions as Presented - Project File: SB2024-027.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Teal, Chairperson Laydon and Commissioner Van Winkle

3. Public Hearing Agenda Items

- a. Resolution Supplementing the 2025 Adopted Budget for the County of Douglas, Colorado to Appropriate Restricted, Committed, and Assigned Fund Balances in the Amount of \$16,578,240.00 for the Re-Appropriation of Prior Year Purchase Orders.

Ryan Bolger, Budget, addressed the Board to present on this Item.

Public Comment: None

This is Motion No. 025-042

Commissioner Van Winkle moved that the Board approve Resolution Supplementing the 2025 Adopted Budget for the County of Douglas, Colorado to Appropriate Restricted, Committed, and Assigned Fund Balances in the Amount of \$16,578,240.00 for the Re-Appropriation of Prior Year Purchase Orders.

RESULT: ADOPTED

MOVER: Kevin Van Winkle

SECONDER: George Teal

AYES: Teal, Chairperson Laydon and Commissioner Van Winkle
Resolution No: R-025-027

4. Adjournment

The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, April 8, 2025 @ 2:30 p.m.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Andrew Copland, Director of Finance

DESCRIPTION: Approval of Vouchers April 1, 2025

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 5,370,844.53
Electronic Funds Transfers	\$
Handwritten Checks	\$ 1,097,483.70
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 6,468,328.23

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:

Andrew Copland	Approve	3/25/2025
Jeff Garcia	Approve	3/31/2025
Doug DeBord	Approve	3/31/2025

ATTACHMENTS:
 04.01.25 BOCC

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

3/25/2025
9:54:50

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107631	04/02/25	53 CORPORATION LLC	3072501	250	807011	SANDSTONE RANCH	478300	Major Maint. Repair Projects	68,429.00	SANDSTONE IRRIGATION MAINTENANCE
			3072502	200	800506	STORMWATER PRIORITY PROJECTS	473200	Roads, St., Drainage-Contr	40,001.00	SUGAR CREEK PIPE LINING
								Total Payment	108,430.00	
107632	04/02/25	76 GROUP	9831	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	10,000.00	LOBBYING SERVICES
107633	04/02/25	ABSOLUTE GRAPHICS INC	34295	220	22100	PATROL-LEA	433500	Clothing & Uniforms	847.33	TRAINING T-SHIRTS
			34295	220	21500	DETENTION	433500	Clothing & Uniforms	847.32	TRAINING T-SHIRTS
							Total Payment	1,694.65		
107634	04/02/25	ACORN PETROLEUM INC	10270IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	15,979.16	FUEL FOR PARKER
			11520IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	8,064.26	FUEL FOR HIGHLANDS RANCH SUBSTATION
			10630IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	17,427.48	FUEL FOR CASTLE ROCK
			10267IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	14,589.17	FUEL FOR CASTLE ROCK
							Total Payment	56,060.07		
107635	04/02/25	ADAPTIVE INTERVENTIONS	2025003	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	12,976.67	THERAPY SERVICES
107636	04/02/25	ADVANCED PROPERTY MAINTENANCE	41794	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	260.00	SNOW REMOVAL SANDSTONE
107637	04/02/25	AGING RESOURCES OF DOUGLAS COUNTY	FEB25FTA	100	861541	CDOT 5310 GRANT	443600	OPS/2024 ARDC/ TRIPS	11,731.00	DRCOG SENIOR TRANSPORTATION GRANT
			FEB2025FTACC	100	861541	CDOT 5310 GRANT	443600	OPS/2024 ARDC/ CALL CENTER	966.25	DRCOG SENIOR TRANSPORTATION GRANT
							Total Payment	12,697.25		
107638	04/02/25	AIRVAC SERVICES INC	6331166	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	2,032.31	PUMP SERVICES SAND TRAPS
107639	04/02/25	AKKODIS INC	13440560	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	20,520.00	WORKFORCE DEVELOPER
107640	04/02/25	AM SIGNAL LLC	M30086	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	2,004.00	SIGN CLAMP
107641	04/02/25	AMERICAN TOWER CORPORATION	APR2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	3,422.00	APR 2025 LEASE - ROCKY POINT TOWER
107642	04/02/25	AMERICAN WEST CONSTRUCTION LLC	242905	200	800506	STORMWATER PRIORITY PROJECTS	473200	Roads, St., Drainage-Contr	65,145.00	HIGHLANDS RANCH PKWY MANHOLES & UV LINING
			242904	200	800506	STORMWATER PRIORITY PROJECTS	473200	Roads, St., Drainage-Contr	64,180.00	HIGHLANDS RANCH PKWY MANHOLES & UV LINING
							Total Payment	129,325.00		
107643	04/02/25	ARCHITERRA GROUP INC	8100	250	850817	MACANTA REGIONAL PARK	473500	Parks & Recreation Improvement	720.00	MACANTA CONSTRUCTION DOCUMENTS
			8104	250	850808	BLUFFS REGIONAL PARK (STX)	443600	Other Professional Services	3,386.00	BLUFFS REGIONAL PARK
			8111	250	850811	EAST-WEST REGIONAL TRAIL	473500	Parks & Recreation Improvement	927.50	REVISED TRAIL SIGN CONCEPTS
							Total Payment	5,033.50		
107644	04/02/25	ARMORED KNIGHTS INC	9599	100	13100	TREASURER	443530	Other Bank Fees	310.30	ARMORED CAR SERVICES
107645	04/02/25	AUTOMATED BUILDING SOLUTIONS	10133125FEB25	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.10	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
			10133125FEB25	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	64.09	FEB 2025 BUILDING AUTOMATION
				Total Payment	705.00					
107646	04/02/25	AVILA HR LLC	20252	100	17100	HR ADMIN	443600	Other Professional Services	157.50	CONSULTING SERVICES
107647	04/02/25	AZTEC SURVEYING AND LOCATING	1601	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	1,350.00	SURVEY AND LOCATE OF UTILITIES
107648	04/02/25	BARRETT, JULIE	020425-022625	200	31100	ROAD AND BRIDGE ADMIN	445300	Travel Expense	63.56	MILEAGE REIMBURSEMENT

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107649	04/02/25	BJORK, PATSY	020225-022825	100	19250	YOUTH SERVICES PROGRAM MGMT	445300	Travel Expense	136.36	MILEAGE REIMBURSEMENT
107650	04/02/25	BOND, KEVIN	022725-030425	200	31600	ENG - TRAFFIC SIGNS/STRIPING	445300	Travel Expense	79.53	TRAVEL REIMBURSEMENT
107651	04/02/25	BRADLEY, JUSTIN	021925-022025-2	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	554.64	UTAH DRUG UNIT COMMANDERS MEETING, ST GEORGE, UT
107652	04/02/25	BRANNAN AGGREGATES	CI2024003APP7RTNG	200	800100	CONTRACTED MAJOR ROAD MAINT	211810	Retainage Payable	520,709.17	2024 ASPHALT OVERLAY PROGRAM
107653	04/02/25	CAMPBELL, DRU	030825	100	11400	COUNTY MANAGER	433200	Office Supplies	87.49	DIGITAL RECORDER
107654	04/02/25	CASI COLORADO ASPHALT SERVICES INC	66856	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	6,425.60	COLD MIX ASPHALT PATCHING
107655	04/02/25	CAWThERN, DIANTHE EDLYN	020325-022525	100	802014	MENTAL HEALTH INITIATIVE	445300	Travel Expense	67.67	MILEAGE REIMBURSEMENT
107656	04/02/25	CDW GOVERNMENT LLC	AD1259B	100	802009	IT INFRASTRUCTURE	444500	Software/Hardware Supp./Maint.	155,732.37	SUPPORT NETAPP
			AD1259B	100	802009	IT INFRASTRUCTURE	444550	Software/Hardware Subscription	99,633.78	SUBSCRIPTION NETAPP
			AD1259B	100	802009	IT INFRASTRUCTURE	474500	Computer Equipment	115,941.98	COMPUTER EQUIPMENT NETAPP
			AD1259B	100	802009	IT INFRASTRUCTURE	444500	Software/Hardware Supp./Maint.	3,265.31	SUPPORT NETAPP
								Total Payment	374,573.44	
107657	04/02/25	CENTER COPY BOULDER, INC.	69542	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	433200	Office Supplies	194.25	BUSINESS CARDS
			69595	100	21100	SHERIFF ADMINISTRATION	440100	Printing/Copying/Reports	84.00	BUSINESS CARDS
								Total Payment	278.25	
107658	04/02/25	CHANDLER ASSET MANAGEMENT INC	2502DOUGLASC	100	13100	TREASURER	443150	Acctg & Financial Services	10,958.33	FEB 2025 INVESTMENT ADVISOR FEE
107659	04/02/25	CIRCULAR EDGE LLC	29417	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	11,625.00	FEB 2025 JDE SUPPORT
107660	04/02/25	CODE-4 COUNSELING	778	100	802024	PEACE OFFICER MENTAL HEALTH	446500	Other Training Services	1,250.00	COUNSELING SERVICES
107661	04/02/25	COHERO	25030401	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	37,500.00	SOFTWARE CONSULTING AND DEVELOPMENT
107662	04/02/25	COLORADO COMMUNITY MEDIA	131363	210	44500	CHILD WELFARE	440200	Newspaper Notices/Advertising	65.16	LEGAL AD & BIDS SETTLEMENT
			128615	100	30300	STORMWATER MANAGEMENT	440200	Newspaper Notices/Advertising	1,325.22	JAN 2025 STORMWATER AD
			130149	100	30300	STORMWATER MANAGEMENT	440200	Newspaper Notices/Advertising	1,324.98	FEB 2025 STORMWATER AD
								Total Payment	2,715.36	
107663	04/02/25	COLORADO DEPARTMENT OF HUMAN SERVICES	FEB2025	100	100	GENERAL FUND	214415	Due to State-CO TBI Trust	4,295.00	FEB 2025 TBI TRUST
107664	04/02/25	COLORADO DEPARTMENT OF PUBLIC HEALTH	VR20250000000001228	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	8,102.00	VITAL RECORDS FEES
107665	04/02/25	COMPASSCOM SOFTWARE CORPORATION	6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444550	Software/Hardware Subscription	4,126.20	DESKTOP SOFTWARE AND TABLET APP
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	442420	Cell Phone Service	2,070.00	CELLULAR SERVICE
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444500	Software/Hardware Supp./Maint.	2,300.00	INSTALLATION
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444500	Software/Hardware Supp./Maint.	1,534.10	MONITORING
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	50.00	SHIPPING
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	1,150.00	UNIT PROGRAMMING
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	3,590.30	LOCATING UNIT & EXTERIOR ANTENNA
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	305.90	POWER HARNESS
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	708.40	ANTENNA GLASS MOUNT
			6634	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	438800	C.A.-Other Equipment	115.00	SIM CARD
								Total Payment	15,949.90	
107666	04/02/25	COMPUTRONIX (USA) INC	7288	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	2,500.00	DBA SERVICES MAR 2025
			7315	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	10,850.00	POSSE UPGRADE
			7305	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	(1,914.25)	CREDIT POSSE SUSTAIN
			7316	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	1,925.00	POSSE SUSTAIN
								Total Payment	13,360.75	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107667	04/02/25	CORE ELECTRIC COOPERATIVE	95587028/030425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	53.57	VEHICLE MESSAGE SIGN
107668	04/02/25	CORE ELECTRIC COOPERATIVE	95567070/031125	200	31400	MAINTENANCE OF CONDITION	450210	Electric	173.95	LARKSPUR YARD
107669	04/02/25	CROWE LLP	C1153961 C1171377 C1153180	100 100 100	800900 800900 800900	TECHNOLOGY FUND TECHNOLOGY FUND TECHNOLOGY FUND	443600 443600 443600	Other Professional Services Other Professional Services Other Professional Services	24,000.00 116,000.00 50,000.00	WORKSMART DYNAMICS IMPLEMENTATION WORKSMART DYNAMICS IMPLEMENTATION WORKSMART DYNAMICS IMPLEMENTATION
								Total Payment	190,000.00	
107670	04/02/25	DB CORRELL CONSULTING LLC	03032025	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	4,000.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
107671	04/02/25	DC GROUP INC	INV2510793 INV2510792 INV2510794 INV2510785 INV2510786	330 330 330 100 100	33190 33190 33190 19150 19150	OTHER GENERAL GOVT. BLDGS. OTHER GENERAL GOVT. BLDGS. OTHER GENERAL GOVT. BLDGS. JUSTICE CENTER FACILITY MGMT JUSTICE CENTER FACILITY MGMT	438800 438800 438800 444400 444400	C.A.-Other Equipment C.A.-Other Equipment C.A.-Other Equipment Service Contracts Service Contracts	5,041.44 8,915.20 9,294.72 1,181.80 4,384.25	BATTERY REPLACEMENT BATTERY REPLACEMENT BATTERY SERVICE BATTERY REPLACEMENT BATTERY REPLACEMENT
								Total Payment	28,817.41	
107672	04/02/25	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	12276	100	21175	CIVIL WARRANTS SECTION	443600	Other Professional Services	936.00	SECURITY PATROLS
107673	04/02/25	DUBOIS CHEMICALS INC	IN30404702	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	4,015.04	CAR WASH SUPPLIES
107674	04/02/25	DUMB FRIENDS LEAGUE	292	100	19220	ANIMAL CONTROL - DDFL	447500	Other Purchased Services	6,618.00	FEB 2025 ANIMAL SERVICES
107675	04/02/25	EMPIRE CARPENTRY	29241	250	807017	EVANS HOMESTEAD	472300	Improvements	21,665.38	EVANS HOMESTEAD
107676	04/02/25	EMR ENTERPRISES LLC	2404104	200	800506	STORMWATER PRIORITY PROJECTS	478200	Major Maint. of Assets	42,773.60	GRADING, EROSION & SEDIMENT CONTROL SERVICES
107677	04/02/25	FEHR & PEERS	182903	235	861606	TRANSIT AND MULTI-MODAL STUDY	443400	General Engineering Services	53,639.05	TRANSIT & MULTIMODAL STUDY
107678	04/02/25	FINLAYSON, HEATHER	3072025	250	53600	HISTORIC RESOURCES	443600	Other Professional Services	1,622.50	CONSERVATION SERVICES
107679	04/02/25	FIRESIDE MASONRY & CONSTRUCTION	1502 1500 1501	250 250 250	53500 53500 53500	OPEN SPACE OPEN SPACE OPEN SPACE	444700 444700 444700	Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service	1,300.00 8,025.00 5,725.00	SANDSTONE YURT GLENDALE SIGN REPLACEMENT HIDDEN MESA SCREEN
								Total Payment	15,050.00	
107680	04/02/25	FORSGREN ASSOCIATES INC	18703	100	890020	WATER INITIATIVES	443600	Other Professional Services	15,787.40	PROJECT COORDINATION & ADMINISTRATION
107681	04/02/25	GADES SALES COMPANY INC	87687IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	474370	Traffic Signal Eqpmnt - Engr	32,250.00	DYNAMIC CURVE SYSTEM
107682	04/02/25	GIS PEACE LLC	2076	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	3,040.00	GIS ANALYSIS & MANAGED SERVICES
107683	04/02/25	GMCO CORPORATION	251615	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,950.00	LIQUID DEICER NORTHWEST FACILITY STOCK
107684	04/02/25	GRAINGER	9415332080 9431578765 9431178525	200 200 200	31600 31650 31650	ENG - TRAFFIC SIGNS/STRIPING ENG-ITS/TRAFFIC SIGNAL OPS ENG-ITS/TRAFFIC SIGNAL OPS	433400 436300 433400	Operating Supplies Traffic Signal Parts Operating Supplies	2,699.24 18.05 29.28	BIN CABINET VIDEO DETECTION CAMERA CONNECT BUCKET HOOK
								Total Payment	2,746.57	
107685	04/02/25	GRANICUS LLC	198421	100	802009	IT INFRASTRUCTURE	474500	Computer Equipment	1,325.00	GRANICUS ENCODING APPLIANCE
107686	04/02/25	HDR ENGINEERING INC	1200701034	230	800998	US HWY 85 IMPROVEMENTS	467400	State-CDOT	36,034.34	US 85 DESIGN SERVICES
107687	04/02/25	HEALTH ADVOCATE SOLUTIONS INC	DOUGLASCOUNT250315 DOUGLASCOUNT250315	100 100	100 100	GENERAL FUND GENERAL FUND	219834 219806	Accrued Emp'le Asst. Plan (EAP) Accrued Advocacy Fees	1,897.20 1,581.00	APR 2025 HEALTH ADVOCATE SERVICES APR 2025 HEALTH ADVOCATE SERVICES
								Total Payment	3,478.20	
107688	04/02/25	HOPSKIPDRIVE INC	27281	210	44500	CHILD WELFARE	443600	Other Professional Services	1,135.74	FEB 2024 CLIENT TRANSPORT

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107689	04/02/25	IC THREADS	5421	100	55250	COUNTY FAIR	433400	OS/Fair Livestock Sale	3,000.00	LIVESTOCK SALE BUYER HATS
107690	04/02/25	INSIGHT PUBLIC SECTOR INC	1101248894	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	9,008.50	PATCH MY PC SUBSCRIPTION 2025
107691	04/02/25	INSITUFORM TECHNOLOGIES LLC	782992	200	800506	STORMWATER PRIORITY PROJECTS	478300	Major Maint. Repair Projects	52,541.45	HIGHLANDS RANCH STORM SEWER PROJECT
107692	04/02/25	INTEGRITY COACHING & CONSULTING LLC	66	217	861615	CHILD CARE DEVELOPMENT BLOCK G	432100	Contract Work/Temporary Agency	422.35	EARLY CHILDHOOD COUNCIL CONTRACTOR
			66	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	432100	Contract Work/Temporary Agency	2,185.57	EARLY CHILDHOOD COUNCIL CONTRACTOR
			66	217	861620	BUELL FOUNDATION EARLY CHILD	432100	Contract Work/Temporary Agency	3,442.08	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	6,050.00	
107693	04/02/25	JOHN ELWAY CHEVROLET	298879	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	39,125.00	2025 CHEVY COLORADO
			298878	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	39,125.00	2025 CHEVY COLORADO
								Total Payment	78,250.00	
107694	04/02/25	JONES, TIMOTHY A	030925	100	18100	IT ADMINISTRATION	445300	Travel Expense	405.60	TRAVEL REIMBURSEMENT
107695	04/02/25	KLEIN, WENDY	030225	217	861624	EARLY CHILDHOOD COUNCIL PDG	443600	Other Professional Services	1,440.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
107696	04/02/25	KNOTH III, JOHN F	031525	220	800595	MOUNTED PATROL	447500	Other Purchased Services	140.00	FARRIER SERVICE REIMBURSEMENT
107697	04/02/25	KNOTHEAD TREE AND LAWN CARE	19558	200	31400	MAINTENANCE OF CONDITION	444700	Other Repair & Maint. Service	1,825.00	TREE SERVICES
107698	04/02/25	KRAEMER NORTH AMERICA LLC	CI2022021APP29RTNG	235	801502	US 85 IMPROVEMENTS	211810	Retainage Payable	(91,690.23)	US 85
			CI2022021APP29/2023207	235	801502	US 85 IMPROVEMENTS	467400	State-CDOT	1,833,804.67	US 85
								Total Payment	1,742,114.44	
107699	04/02/25	LANGUAGE TESTING INTERNATIONAL	L94958IN	100	21500	DETENTION	447900	Recruitment Costs	63.00	TESTING SERVICES
107700	04/02/25	LARSON, LAURA	050325-050625	100	802032	HB22-1281 CI SFY2025	445300	Travel Expense	285.20	NATIONAL COUNCIL FOR WELLBEING CONFERENCE, PHILADELPHIA, PA
107701	04/02/25	LEVEL 3 COMMUNICATIONS	55R7HCHDM/020125	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	2,680.45	FEB 2025 LONG DISTANCE SERVICES
			5KKSTQCBO/020125	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	528.12	ROXBOROUGH CIRCUITS
			55R7HCHDM/030125	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	1,314.95	MAR 2025 LONG DISTANCE SERVICES
			5KKSTQCBO/020125	100	100	GENERAL FUND	121314	Acct. Rec. - Sheriff Admin	3,092.67	ROXBOROUGH CIRCUITS
			5GJSRDGHR/020125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	7,390.60	10G INTERNET CIRCUITS
			5GJSRDGHR/030125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	7,390.60	10G INTERNET CIRCUITS
			5KKSTQCBO/030125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	3,620.79	ROXBOROUGH CIRCUITS
								Total Payment	26,018.18	
107702	04/02/25	LIGHTING ACCESSORY & WARNING SYSTEMS	25296	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
107703	04/02/25	LOCLYZ MEDIA SERVICES	1598	100	11600	PUBLIC AFFAIRS	443600	Other Professional Services	12,605.00	FEB 2025 VIDEO PRODUCTION
107704	04/02/25	LOUVIERS WATER & SANITATION DISTRICT	25	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Louviers	460,739.49	ARPA WATER TREATMENT PROJECT
			23/011525	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	3,055.47	7885 LOUVIERS BLVD
								Total Payment	463,794.96	
107705	04/02/25	LOVEGROVE, JESSE	022225-022325	100	19150	JUSTICE CENTER FACILITY MGMT	445300	Travel Expense	99.54	MILEAGE REIMBURSEMENT
107706	04/02/25	MAINTENANCE RESOURCES	2503049	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	30,707.00	JANITORIAL SERVICES
			2503050	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	422.00	JANITORIAL SERVICES
			A2503124	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	1,038.87	JANITORIAL SERVICES
			2503051	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	5,512.00	JANITORIAL SERVICES
			2503053	100	19180	UNIFIED METROPOLITAN FORENSIC	444400	Service Contracts	1,725.00	JANITORIAL SERVICES
			2503052	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	618.00	JANITORIAL SERVICES
								Total Payment	40,022.87	
107707	04/02/25	MCCAIN, SHANIA A	022025-022125	217	46300	ENVIRONMENTAL HEALTH	445300	Travel Expense	112.86	MILEAGE REIMBURSEMENT

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107708	04/02/25	MORTENSEN MOUNTAIN LLC	74	200	31400	MAINTENANCE OF CONDITION	450240	Waste Disposal Services	150.00	CLEANING SERVICES - DAKAN MOUNTAIN RESTROOM
107709	04/02/25	OLSSON INC	525904	230	800834	TRAFFIC ENGINEERING STUDIES	443400	General Engineering Services	29,541.25	DOUGLAS COUNTY TRANSPORTATION PLAN
			528259	230	800834	TRAFFIC ENGINEERING STUDIES	443400	General Engineering Services	25,201.45	DOUGLAS COUNTY TRANSPORTATION PLAN
								Total Payment	54,742.70	
107710	04/02/25	OPTUM FINANCIAL INC	572327022	100	17100	HR ADMIN	443600	Other Professional Services	702.00	RETIREMENT ACCOUNT SERVICES
			572327022	100	17100	HR ADMIN	443600	Other Professional Services	1,188.00	RETIREMENT ACCOUNT SERVICES
			572327022	100	17100	HR ADMIN	443600	Other Professional Services	1,059.94	RETIREMENT ACCOUNT SERVICES
								Total Payment	2,949.94	
107711	04/02/25	PARADIGM SOLUTIONS INTERNATIONAL INC	3015	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	7,013.00	FACILITY OPERATIONS PLANNER SUBSCRIPTION
			3015	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	701.00	FACILITY OPERATIONS PLANNER SUPPORT
								Total Payment	7,714.00	
107712	04/02/25	PEAK OFFICE FURNITURE INC	74734	240	870068	DA REMODEL	474400	Furniture & Office Equipment	6,882.11	OFFICE FURNITURE & EQUIPMENT
			74732	240	870068	DA REMODEL	474400	Furniture & Office Equipment	10,728.03	OFFICE FURNITURE & EQUIPMENT
			74733	100	33190	OTHER GENERAL GOVT. BLDGS.	474400	Furniture & Office Equipment	5,959.83	OFFICE FURNITURE & EQUIPMENT
								Total Payment	23,569.97	
107713	04/02/25	PETERSON, AUDRA	031625-031725PERDIEM	295	861350	RMHIDTA TRAINING	445300	Travel Expense	419.95	FENTANYL AND OTHER DEADLY DRUG INVESTIGATIONS, TAYLORSVILLE, UT
107714	04/02/25	PINERY WATER DISTRICT	3102025	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	126.55	BULK WATER ROAD MAINTENANCE
107715	04/02/25	PLATINUM TRAFFIC ENGINEERING PC	1076	200	800909	TRAFFIC ENGINEERING CONSULTANT	443400	General Engineering Services	140.00	TRAFFIC ENGINEERING SERVICES
			1076	200	800909	TRAFFIC ENGINEERING CONSULTANT	443400	General Engineering Services	11,927.50	TRAFFIC ENGINEERING SERVICES
								Total Payment	12,067.50	
107716	04/02/25	PMAM CORPORATION	202502056	220	822150	FALSE ALARM REDUCTION PROGRAM	342330	Alarm Registration Fees	75.00	FEB 2025 ALARM EXPENSE
			202502056	220	822150	FALSE ALARM REDUCTION PROGRAM	447260	Alarm Administration Expenses	9,783.45	FEB 2025 ALARM EXPENSE
								Total Payment	9,858.45	
107717	04/02/25	PRECISION DYNAMICS CORPORATION	9358467835	100	21500	DETENTION	433400	Operating Supplies	2,002.42	DETENTION SUPPLIES
			9358456247	100	21500	DETENTION	433400	Operating Supplies	113.56	DETENTION SUPPLIES
								Total Payment	2,115.98	
107718	04/02/25	PROULX, COREY	11	100	21130	EMPLOYEE WELLNESS	443600	Other Professional Services	1,500.00	WELLNESS COACHING
107719	04/02/25	PSYCHOLOGICAL DIMENSIONS LLC	8901	100	19600	DISTRICT ATTORNEY-18TH JD	447900	Recruitment Costs	2,550.00	PRE-EMPLOYMENT TESTING
107720	04/02/25	RESCUE ESSENTIALS	1129559	220	22100	PATROL-LEA	433450	First Aid Supplies	1,980.70	PATROL FIRST AID SUPPLIES
107721	04/02/25	ROBERT HALF TECHNOLOGY	64764391	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	4,415.58	TEMPORARY POSITION - BUDGET
107722	04/02/25	ROCKSOL CONSULTING GROUP INC	518440	230	800998	US HWY 85 IMPROVEMENTS	443600	Other Professional Services	2,699.68	US 85 CONSTRUCTION MANAGEMENT
			518439	230	800998	US HWY 85 IMPROVEMENTS	443600	Other Professional Services	106,235.97	US 85 CONSTRUCTION MANAGEMENT
								Total Payment	108,935.65	
107723	04/02/25	SCOLLARD, ASHLEY L	020325-022725	217	46400	COMMUNITY HEALTH	445300	Travel Expense	105.21	MILEAGE REIMBURSEMENT
107724	04/02/25	SENERGY PETROLEUM LLC	SEN1002372	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	535.50	DIESEL EXHAUST FLUID FOR CASTLE ROCK
107725	04/02/25	SHILOH HOUSE	52001720225ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	76,700.40	FEB 2025 MULTICOUNTY ASSESSMENT
			52001720225ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	2,416.40	FEB 2025 MULTICOUNTY ASSESSMENT
								Total Payment	79,116.80	
107726	04/02/25	SHUMS CODA ASSOCIATES	18883	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	405.00	ELEVATOR PLAN REVIEW
			18879	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	500.00	ELEVATOR WITNESS TEST
			18880	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR WITNESS TEST

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			18881	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	400.00	ELEVATOR WITNESS TEST
			18882	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	400.00	ELEVATOR WITNESS TEST
			18929	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR PLAN REVIEW
			18928	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR PLAN REVIEW
			18930	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	NEW ELEVATOR INSTALLATION
								Total Payment	3,555.00	
107727	04/02/25	SIGN SOLUTIONS USA	415942	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	1,592.91	SIGN BLANKS
107728	04/02/25	SOURCES INC	52184	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	295.45	UNIFORMS
			52184	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	36.00	EMBROIDERY
			52191	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	299.59	UNIFORMS
			52191	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	63.00	EMBROIDERY
			52183	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	299.92	UNIFORMS
			52183	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	45.00	EMBROIDERY
			52172	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	344.37	UNIFORMS
			52172	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	45.00	EMBROIDERY
			52173	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	459.76	UNIFORMS
			52173	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	72.00	EMBROIDERY
			52186	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	40.50	EMBROIDERY
			52186	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	286.14	UNIFORMS
			52192	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	31.50	EMBROIDERY
			52192	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	297.86	UNIFORMS
			52185	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	43.00	EMBROIDERY
								Total Payment	2,659.09	
107729	04/02/25	SOUTH METRO FIRE RESCUE AUTHORITY	APR2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	619.57	APR 2025 LEASE - RUETER-HESS TOWER
107730	04/02/25	STATEWIDE INTERNET PORTAL AUTHORITY	10572	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	5,610.73	DOCUSIGN 2025
107731	04/02/25	STONE SECURITY	76122	100	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444550	Software/Hardware Subscription	11,342.75	WASABI DCSO RECORDING
107732	04/02/25	TELLIGEN	INV0000122969WP	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	2,650.24	WELLNESS PORTAL
			INV0000122955	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,712.96	DISEASE MANAGEMENT
			INV0000122967	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,276.64	AT RISK/LIFESTYLE COACHING
								Total Payment	5,639.84	
107733	04/02/25	THOMAS, AMY	011325-022125	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	369.53	FEB 2025 MILEAGE REIMBURSEMENT
			011325-022125	210	44550	CHILD WELFARE ADDTL ALLOCATION	455200	Direct Relief Payments	40.00	CLIENT VISITATION
			011325-022125	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	174.65	JAN 2025 MILEAGE REIMBURSEMENT
								Total Payment	584.18	
107734	04/02/25	THOMSON REUTERS WEST	851586728	100	21350	TECHNOLOGY SECTION	444550	Software/Hardware Subscription	1,206.46	CLEAR SERVICE
107735	04/02/25	TO THE RESCUE	FEB25FTA	100	861541	CDOT 5310 GRANT	443600	OPS/2024 To The Rescue	4,500.00	DRCOG SENIOR TRANSPORTATION GRANT
107736	04/02/25	TOLIN MECHANICAL SYSTEMS COMPANY	SV537081	295	861305	RMHIDTA INTELLIGENCE	447500	Other Purchased Services	202.67	QUARTERLY HVAC SERVICE
			SV537081	295	861350	RMHIDTA TRAINING	447500	Other Purchased Services	202.66	QUARTERLY HVAC SERVICE
			SV537081	295	861300	RMHIDTA MGMT & COORDINATION	447500	Other Purchased Services	202.67	QUARTERLY HVAC SERVICE
								Total Payment	608.00	
107737	04/02/25	TRANSPORTATION RESOURCE SERVICES INC	6418	230	800425	DAKAN RD OVER W PLUM CK BR	471300	Right-of-Way-Permanent	2,860.90	DAKAN RD BRIDGE RIGHT-OF-WAY
107738	04/02/25	TRINITY SERVICES GROUP INC	3011500173	100	21500	DETENTION	447150	Inmate Meals	16,556.78	INMATE MEALS
107739	04/02/25	TYLER TECHNOLOGIES INC	130151821	100	21350	TECHNOLOGY SECTION	444500	Software/Hardware Supp./Maint.	38,639.10	2025 BRAZOS SOFTWARE MAINTENANCE
			130154586	100	21350	TECHNOLOGY SECTION	446500	Other Training Services	1,855.13	TRAINING SERVICES
			20157594	100	21350	TECHNOLOGY SECTION	444500	Software/Hardware Supp./Maint.	19,223.65	2025 ANNUAL SUPPORT
								Total Payment	59,717.88	
107740	04/02/25	WATER & EARTH TECHNOLOGIES INC	5300	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	1,732.50	FLOOD GAUGE

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107741	04/02/25	WEBOLUTIONS INC	INV54669	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	15,641.44	DA23 WEB MIGRATION
			INV54724	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	4,325.00	WEB PLUGINS 2025
								Total Payment	19,966.44	
107742	04/02/25	WELLPATH LLC	INV0126002	100	21500	DETENTION	443100	Medical, Dental & Vet Services	386,999.17	MAR 2025 MEDICAL SERVICES
			INV0126003	100	21500	DETENTION	443100	Medical, Dental & Vet Services	40,258.33	MAR 2025 MAT SERVICES
								Total Payment	427,257.50	
107743	04/02/25	WESTERN PAPER DISTRIBUTORS	5109144	100	21500	DETENTION	436600	Other Repair & Maint. Supplies	643.43	CIRCUIT BREAKER/SWITCH LEVER
			5112116	100	21500	DETENTION	436600	Other Repair & Maint. Supplies	639.47	BURNISHER/POWER CORD
			5115347	100	19125	FACILITIES MANAGEMENT	433900	Janitorial Supplies	114.12	JANITORIAL SUPPLIES
			5117916	100	21500	DETENTION	433900	Janitorial Supplies	4,943.19	OPERATING SUPPLIES
								Total Payment	6,340.21	
107744	04/02/25	WESTSIDE TOWING	255196313	100	23200	CRIME LAB/EVIDENCE SECTION	444600	Vehicle Tow Services	4,675.72	TOWING SERVICES
			255196313	100	23200	CRIME LAB/EVIDENCE SECTION	444600	Vehicle Tow Services	450.00	TOWING SERVICES
								Total Payment	5,125.72	
107745	04/02/25	YBARRA, TALITHA	031125	217	46100	DC HEALTH DEPT ADMIN	445300	Travel Expense	67.45	TRAVEL REIMBURSEMENT
526071	04/01/25	18TH JUDICIAL DISTRICT VALE FUND	FEB2025	100	100	GENERAL FUND	214627	Due to 18th Judicial Dist-VALE	2,870.00	FEB 2025 VALE SURCHARGE
526072	04/01/25	ATSSA-AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION	INV125094R2P9K7	200	31400	MAINTENANCE OF CONDITION	446100	Conference,Seminar, Train Fees	11,500.00	FLAGGER TRAINING
526073	04/01/25	BEHRENS, ADAM J & ASHLEY A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	471.85	REGISTRATION REFUND
526074	04/01/25	BERNERO, CYNTHIA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	92.54	REGISTRATION REFUND
526075	04/01/25	CASTLE ROCK ROCK LLC	1613	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	1,167.84	SQUEEGEE WATERTON STOCK
526076	04/01/25	CHILDRESS, VALERIE M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
526077	04/01/25	COLORADO BARRICADE COMPANY	65165614001	200	31600	ENG - TRAFFIC SIGNS/STRIPING	438800	C.A.-Other Equipment	3,766.13	CORDLESS BANDING TOOL
526078	04/01/25	COLORADO BUREAU OF INVESTIGATION	A250800019	100	100	GENERAL FUND	214628	Due to CBI - Concealed Handgun	16,342.50	FEB 2025 CONCEALED HANDGUN FEES
526079	04/01/25	COLORADO CENTER FOR ASSESSMENT & COUNSELING	022525	210	44500	CHILD WELFARE	447500	Other Purchased Services	1,890.00	TESTING SERVICES
526080	04/01/25	COLORADO JUDICIAL DEPARTMENT	FEB2025	100	100	GENERAL FUND	214416	Due to State - Fam Frndly Crt	287.00	FEB 2025 FAMILY FRIENDLY
526081	04/01/25	COLORADO RANGERS LAW ENFORCEMENT SHARED RESERVE	202401006	100	21100	SHERIFF ADMINISTRATION	443600	Other Professional Services	6,000.00	2025 ANNUAL FEES
526082	04/01/25	COVA TREE	22667	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	7,512.50	TREE SERVICES
			22668	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	6,380.00	TREE SERVICES
								Total Payment	13,892.50	
526083	04/01/25	DAWS, SHANNON P	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,024.97	REGISTRATION REFUND
526084	04/01/25	DAWS, SHANNON P & CHRISTINE B	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	690.27	REGISTRATION REFUND
526085	04/01/25	DEEP ROOTS CRAFTSMEN	CC24023	250	807013	WILLIAM CONVERSE RANCH	472300	Improvements	20,036.50	WILLIAM CONVERSE RANCH
526086	04/01/25	DOUGLAS COUNTY SEPTIC	21156	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	443600	Other Professional Services	29,062.50	LEACH FIELD RELOCATE
526087	04/01/25	EMR ENTERPRISES LLC	C1024011APP8	200	800506	STORMWATER PRIORITY PROJECTS	478300	Major Maint. Repair Projects	8,208.05	2024 WATER QUALITY POND MAINTENANCE
526088	04/01/25	EVERDRIVEN TECHNOLOGIES LLC	65496	210	44500	CHILD WELFARE	443600	Other Professional Services	2,135.00	TRANSPORTATION SERVICES

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
526089	04/01/25	FRANKTOWN ANIMAL CLINIC	764445	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	23.10	VETERINARY SERVICES
			764847	220	22400	COMMUNITY RESOURCES	443100	Medical, Dental & Vet Services	65.88	VETERINARY SERVICES
			763712	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	168.41	VETERINARY SERVICES
			763646	100	21130	EMPLOYEE WELLNESS	443100	Medical, Dental & Vet Services	167.43	VETERINARY SERVICES
									424.82	
526090	04/01/25	FRONTIER BUSINESS PRODUCTS	962275	295	861305	RMHIDTA INTELLIGENCE	444500	Software/Hardware Supp./Maint.	2,658.00	IT & NETWORK SUPPORT
526091	04/01/25	GARLAND, JEFFREY S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
526092	04/01/25	GENTLE, BEVERLY A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	59.80	REGISTRATION REFUND
526093	04/01/25	HAMILTON, JEFFREY A	031925	100	11300	BOARD OF EQUALIZATION	447500	Other Purchased Services	340.00	ABATEMENT HEARING
526094	04/01/25	HIFIVE COMPANY LIMITED	HFDCSO3007	100	21115	SHERIFF TRAINING	440100	Printing/Copying/Reports	270.00	ACTIVE THREAT CARDS
526095	04/01/25	HOLWAY, ERIC R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	146.69	REGISTRATION REFUND
526096	04/01/25	HOWSER, FRANKIE E	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	106.17	REGISTRATION REFUND
526097	04/01/25	IMAGEFIRST	265787049	100	23100	CORONER	443600	Other Professional Services	57.45	LAUNDRY SERVICE
526098	04/01/25	INJURY CARE ASSOCIATES	3141	100	21155	HIRING	443100	Medical, Dental & Vet Services	75.00	VACCINATION SERVICES
			3141	100	21155	HIRING	447900	Recruitment Costs	4,870.00	PRE-EMPLOYMENT PHYSICALS
									4,945.00	
526099	04/01/25	J & S CONTRACTORS SUPPLY	83919IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	205.50	SIGN BLANKS
526100	04/01/25	JAMIE BROWER PSYCHOLOGICAL SERVICES & CONSULTING INC	5941	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	150.00	COUNSELING SERVICES
526101	04/01/25	KARY CABINET COMPANY INC	10678	100	33110	WILCOX BUILDING	472300	Improvements	3,000.00	RECORDING KITCHENETTE
526102	04/01/25	KIEDINGER, RICHARD	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	129.01	REGISTRATION REFUND
526103	04/01/25	KING, BRETT W & BOBBI J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	524.92	REGISTRATION REFUND
526104	04/01/25	KOTTAM, SOUJAN R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	464.21	REGISTRATION REFUND
526105	04/01/25	LAKESIDE PLASTICS INC	T176931IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	4,060.00	TRAFFIC CONES
526106	04/01/25	LEVESQUE, APRIL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	627.32	REGISTRATION REFUND
526107	04/01/25	LIFELOC TECHNOLOGIES INC	411370	100	21500	DETENTION	433400	Operating Supplies	150.38	DETENTION SUPPLIES
526108	04/01/25	MARUCCO, STODDARD, FERENBACH & WALSH INC	7989	100	11900	CENTRAL SERVICES	443600	Other Professional Services	330.00	ACCESSIBILITY TRAINING
526109	04/01/25	METRO ONE AMBULANCE	032025	100	11400	COUNTY MANAGER	321800	Security Transport Permit Lice	1,375.00	PERMIT REFUND
526110	04/01/25	MILLER, CATHERINE M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	178.45	REGISTRATION REFUND
526111	04/01/25	MULLER ENGINEERING COMPANY INC	39980	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	868.50	QUEBEC/LINCOLN/UNIVERSITY TURN LANE DESIGN
526112	04/01/25	MURPHY, STEVIE	011325-022825	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	317.66	FEB 2025 MILEAGE REIMBURSEMENT
			011325-022825	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	208.46	JAN 2025 MILEAGE REIMBURSEMENT
									526.12	
526113	04/01/25	NATIONAL COUNCIL FOR MENTAL WELLBEING	MHFA137395	100	802032	HB22-1281 CI SFY2025	446500	Other Training Services	5,500.00	MENTAL HEALTH FIRST AID COURSES

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			8823223	220	802014	MENTAL HEALTH INITIATIVE	449057	Fleet Outside Repairs	31.25	NOV 2024 CAR WASHES
			8823223	220	21125	SUPPORT SERVICES	449057	Fleet Outside Repairs	15.00	NOV 2024 CAR WASHES
			8823223	220	22650	RESERVE PROGRAM	449057	Fleet Outside Repairs	5.75	NOV 2024 CAR WASHES
			8823223	220	22150	TRAFFIC SECTION	449057	Fleet Outside Repairs	36.00	NOV 2024 CAR WASHES
			8823223	220	27100	SCHOOL PROGRAM ADMINISTRATION	449057	Fleet Outside Repairs	49.25	NOV 2024 CAR WASHES
			8823301	220	22100	PATROL-LEA	449057	Fleet Outside Repairs	273.25	DEC 2024 CAR WASHES
			8823301	220	21125	SUPPORT SERVICES	449057	Fleet Outside Repairs	7.50	DEC 2024 CAR WASHES
			8823301	220	800540	K-9 UNIT	449057	Fleet Outside Repairs	15.00	DEC 2024 CAR WASHES
							Total Payment		2,228.00	
526127	04/01/25	WILSON & ASSOCIATES LLC	112135	100	11200	COUNTY ATTORNEY	443200	Legal Services	500.00	CANCELLATION FEE
526128	04/01/25	GLASSBURNER JR, JOHN L	011525	220	22100	PATROL-LEA	449057	Fleet Outside Repairs	13.99	REIMBURSEMENT FOR PURCHASE OF OIL
526129	04/01/25	JOHNSON, CHRISTY M	030725	100	24100	BUILDING DEVELOPMENT SERVICES	445300	Travel Expense	110.60	TRAVEL EXPENSE
526130	04/01/25	KELLY, EVAN	DV2025013	200	200	ROAD AND BRIDGE	221630	Escrow Payable	2,500.00	ESCROW RELEASE
526131	04/01/25	LILLMARS, KYLE	030725	100	24100	BUILDING DEVELOPMENT SERVICES	446400	Books & Subscription	36.00	ELECTRICAL TRAINING BOOKS
526132	04/01/25	COLORADO SECRETARY OF STATE	042125-050925	100	12500	ELECTIONS AND REGISTRATION	446100	Conference,Seminar, Train Fees	380.00	2025 SPRING REGIONAL TRAINING
526133	04/01/25	SEDALIA LANDFILL	12913	200	31400	MAINTENANCE OF CONDITION	450240	Waste Disposal Services	2,903.32	CONSTRUCTION DEBRIS
526134	04/01/25	VERIZON WIRELESS - VSAT	9022392462	100	23150	MAJOR CRIMES SECTION	443600	Other Professional Services	245.00	TOWER DUMPS
526135	04/01/25	WASTE MANAGEMENT OF COLORADO	176748044	100	32100	WASTE TRANSFER SITES	450240	Waste Disposal Services	21,466.50	HOUSEHOLD CHEMICAL PICK UP
							Grand Total:		5,370,844.53	

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

3/24/2025
11:27:00

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107618	03/25/25	BLACK HILLS ENERGY	9989042724/031425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,109.12	301 WILCOX ST
107619	03/25/25	BLACK HILLS ENERGY	9773152288/031425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,267.27	125 STEPHANIE PL
107620	03/25/25	BLACK HILLS ENERGY	3099396829/031425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	397.54	410 WILCOX ST
107621	03/25/25	BLACK HILLS ENERGY	7233076932/031425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	2,355.18	100 THIRD ST
107622	03/25/25	CBRE INC VALUATION AND ADVISORY SERVICES	85937124	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	1,750.00	APPRAISAL REVIEW
107623	03/25/25	CITY OF LONE TREE	SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	10,728.62	FEB 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	(10,277.77)	JAN 2025 DEDUCT OUT OF TOWN SALES TAX
			SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	154,017.47	JAN 2025 ROAD SALES TAX SHAREBACK
								Total Payment	154,468.32	
107624	03/25/25	DINKEL, JUDITH L	FEB2025	100	15100	FINANCE ADMINISTRATION	432100	Contract Work/Temporary Agency	3,975.00	PROFESSIONAL SERVICES
107625	03/25/25	ESRI INC	94914752	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	600,000.00	ESRI SUBSCRIPTION 2025
107626	03/25/25	TOWN OF CASTLE ROCK	SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	(1,762.40)	JAN 2025 ADJUSTMENT
			SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	61,806.81	FEB 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	226,338.60	JAN 2025 ROAD SALES TAX SHAREBACK
			SHAREBACKJANFEB2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	(8,561.95)	JAN 2025 DEDUCT OUT OF TOWN SALES TAX
								Total Payment	277,821.06	
526055	03/20/25	WIRESIDE COMMUNICATIONS LLC	2503	100	11600	PUBLIC AFFAIRS	443600	Other Professional Services	45,875.00	ANNUAL SUBSCRIPTION - TELEPHONE TOWN HALL
526056	03/24/25	XCEL ENERGY	5300151499670/022025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	837.70	3185 PLAZA DR
526057	03/24/25	XCEL ENERGY	5382823110/031825	100	51100	PARK MAINTENANCE	450210	Electric	2,018.83	9653 S QUEBEC ST
526058	03/24/25	XCEL ENERGY	5340381720/031825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	615.65	7865 LOUVIERS BLVD
526059	03/24/25	XCEL ENERGY	5300104521330/031825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	313.44	8500 MOORE RD - ELECTRIC
			5300104521330/031825	100	19100	FACILITIES ADMINISTRATION	450220	Gas	398.42	8500 MOORE RD - GAS
								Total Payment	711.86	
526060	03/24/25	XCEL ENERGY	5340381888/031825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	731.35	9651 S QUEBEC ST - LIGHTS
526061	03/24/25	XCEL ENERGY	5319329652/030325	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	2,246.99	FEB 2025 SIGNALS
526062	03/24/25	XCEL ENERGY	5319329594/030325	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,302.83	FEB 2025 STREET LIGHTS
								Grand Total:	1,097,483.70	

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Andrew Copland, Director of Finance

DESCRIPTION: Approval of Vouchers April 8, 2025

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 1,752,627.04
Electronic Funds Transfers	\$
Handwritten Checks	\$ 101,964.35
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 1,854,591.39

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:

Andrew Copland	Approve	4/1/2025
Jeff Garcia	Approve	4/3/2025
Doug DeBord	Approve	4/3/2025

ATTACHMENTS:
 04.08.25 BOCC

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

4/1/2025
10:05:55

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107753	04/09/25	ABSOLUTE GRAPHICS INC	34319	220	22400	COMMUNITY RESOURCES	433500	Clothing & Uniforms	115.06	POLO SHIRTS
			34317	220	22100	PATROL-LEA	433500	Clothing & Uniforms	79.06	WINTER HEADBANDS
			34316	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	196.43	POLO SHIRTS
			34318	100	21175	CIVIL WARRANTS SECTION	433500	Clothing & Uniforms	100.06	POLO SHIRTS/JACKET
			34318	100	21126	CRIMINAL JUSTICE RECORDS ACT	433500	Clothing & Uniforms	145.09	POLO SHIRTS/JACKET
			Total Payment							
107754	04/09/25	ACORN PETROLEUM INC	11913IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	990.06	FUEL FOR SEDALIA
			11123IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	755.56	FUEL FOR TRUMBULL
			11689IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,467.61	FUEL FOR TRUMBULL
			11035IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,035.07	FUEL FOR SEDALIA
			11034IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	8,050.71	FUEL FOR PARKS
			11407IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,345.56	FUEL FOR FAIRGROUNDS
			Total Payment							
107755	04/09/25	ADVANCED PROPERTY MAINTENANCE	41799	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	3,615.00	WASTE BAGS MULTI LOCATIONS
			41797	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	180.00	WASTE BAGS SANDSTONE
			41800	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	390.00	GLENDAL CONCRETE PAD CLEANING
			Total Payment							
107756	04/09/25	ALLHEALTH NETWORK	2216	210	44500	CHILD WELFARE	443600	Other Professional Services	2,047.32	FEB 2025 SERVICES
			2216	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	2,047.33	FEB 2025 SERVICES
			2181	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	26,596.97	JAN 2025 SERVICES
			2180	100	21525	RESTRICTED BOOKING FEES (40%)	443600	Other Professional Services	558.63	JAN 2025 SERVICES
			2207	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	23,214.27	FEB 2025 SERVICES
			2203	100	21525	RESTRICTED BOOKING FEES (40%)	443600	Other Professional Services	2,601.23	FEB 2025 SERVICES
			Total Payment							
107757	04/09/25	ALLIED UNIVERSAL SECURITY SERVICE	16812809	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,578.69	GUARD SERVICES - LANSING POINT
			16806635	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,570.44	GUARD SERVICES - HHS
			16806636	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	11,547.60	GUARD SERVICES - DOWNTOWN
			16806637	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,595.19	GUARD SERVICES - PMC
			16806634	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,578.69	GUARD SERVICES - WILDCAT
			16806632	100	21400	COURT SERVICES	443350	Security Services	47,434.58	GUARD SERVICES - JUSTICE CENTER
			16808304	100	21400	COURT SERVICES	443350	Security Services	5,628.21	GUARD SERVICES - HIGHLANDS RANCH SUBSTATION
			Total Payment							
107758	04/09/25	ARMORED KNIGHTS INC	9704	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	121.00	ARMORED CAR SERVICES
			9706	100	21125	SUPPORT SERVICES	447500	Other Purchased Services	720.60	ARMORED CAR SERVICES
Total Payment								841.60		
107759	04/09/25	ASA PROCESS SERVICE		210	44500	CHILD WELFARE	447500	Other Purchased Services	270.00	PROCESS SERVICES
			FEB2025CS	210	44900	CHILD SUPPORT ENFORCEMENT	447500	Other Purchased Services	195.00	PROCESS SERVICES
Total Payment								465.00		
107760	04/09/25	AUTOAUTO WASH LLC	WO56666	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	338.10	PARKER CARWASH REPAIRS
107761	04/09/25	BCER ENGINEERING INC	1153230020113	200	800503	EMERGENCY STORM DRAINAGE	473100	Roads, St., Drainage-Eng.	865.00	FIRE FIGHTING POND DESIGNATION
107762	04/09/25	BENESCH	313839	235	801507	C470 TRAIL OVER UNIVERSITY	467400	State-CDOT	37,465.00	CONSTRUCTION MANAGEMENT - C470 & UNIVERSITY
			311836	230	800461	COUNTY LINE/HOLLY TO BROADWAY	473200	Road-St Drainage-Construction	7,209.00	CONSTRUCTION MANAGEMENT - COUNTY LINE RD
			313677	230	800437	BRIDGE REPAIR PROJECTS	478300	Major Maint. Repair Projects	1,385.00	HESS RD SOUTH BRIDGE REPAIR
			311836	230	800461	COUNTY LINE/HOLLY TO BROADWAY	468200	Intergovernmental-Littleton	1,602.00	CONSTRUCTION MANAGEMENT - COUNTY LINE RD
			313344	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	473100	Roads, St., Drainage-Eng.	30,416.00	CONSTRUCTION MANAGEMENT - WEST FRONTAGE RD
			311836	230	800461	COUNTY LINE/HOLLY TO BROADWAY	468250	Intergovernmental-Centennial	7,209.00	CONSTRUCTION MANAGEMENT - COUNTY LINE RD
314048	200	800503	EMERGENCY STORM DRAINAGE	443600	Other Professional Services	2,147.00	CONSTRUCTION MANAGEMENT - ON CALL			

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
									87,433.00	
107763	04/09/25	BUILT FOR TEAMS INC	2374	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	3,400.00	BUILT PLATFORM
107764	04/09/25	CARTER, KATHERINE	030525-032525	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	141.26	TRAVEL REIMBURSEMENT
107765	04/09/25	CASI COLORADO ASPHALT SERVICES INC	66963	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	2,400.00	COLD MIX PARKER
107766	04/09/25	CATHOLIC CHARITIES OF CENTRAL COLORADO	202502 HSP02023036	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	1,760.00	FEB 2025 SERVICES
				100	802025	EMERGENCY SERVICES GRANT 2023	447500	OPS/ESG 2023	70.00	MAR 2025 SERVICES
						Total Payment		1,830.00		
107767	04/09/25	CEMEX MATERIALS INC	9451575273	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	6,995.07	BULK GREY CEMENT POWDER
107768	04/09/25	CENTRAL SALT LLC	PSI2509293	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,015.40	BULK SALT NORTHWEST FACILITY STOCK
107769	04/09/25	CHURCH OF THE ROCK	022825	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	8,655.43	FEB 2025 SERVICES
107770	04/09/25	COLORADO COMMUNITY MEDIA	124819 131852 132042	230	800438	HESS RD BRIDGE REPAIR	440200	Newspaper Notices/Advertising	52.84	HESS RD - BID AD
				210	44500	CHILD WELFARE	440200	Newspaper Notices/Advertising	125.92	LEGAL AD & BIDS SETTLEMENT
				100	30300	STORMWATER MANAGEMENT	440200	Newspaper Notices/Advertising	1,324.98	MAR 2025 STORMWATER AD
						Total Payment		1,503.74		
107771	04/09/25	COLORADO DEPARTMENT OF LABOR & EMPLOYMENT	03312025	100	65500	ECONOMIC DEVELOPMENT SERVICES	446300	Prof. Membership & Licenses	230.00	Q3 2024 MICRODATA
107772	04/09/25	CONTINUUM OF COLORADO	TANF38	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	9,215.00	FEB 2025 TANF
107773	04/09/25	CORE ELECTRIC COOPERATIVE	25760600/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,298.39	410 FAIRGROUNDS RD
107774	04/09/25	CORE ELECTRIC COOPERATIVE	23838700/031225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	74.81	THIRD ST LIGHT
107775	04/09/25	CORE ELECTRIC COOPERATIVE	26633300/031225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	69.64	BAYOU GULCH RD
107776	04/09/25	CORE ELECTRIC COOPERATIVE	26989800/031225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	32.19	SKY VIEW LN
107777	04/09/25	CORE ELECTRIC COOPERATIVE	43469900/031925	100	32100	WASTE TRANSFER SITES	450210	Electric	329.85	7826 COUNTY LIND RD 67
107778	04/09/25	CORE ELECTRIC COOPERATIVE	85017301/032025	200	31400	MAINTENANCE OF CONDITION	450210	Electric	204.40	SEDALIA SHOP
107779	04/09/25	CORE ELECTRIC COOPERATIVE	20159002/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	1,010.26	500 FAIRGROUNDS RD - FG KIRK HALL
107780	04/09/25	CORE ELECTRIC COOPERATIVE	20158900/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	272.93	410 FAIRGROUNDS RD
107781	04/09/25	CORE ELECTRIC COOPERATIVE	21078600/031925	100	19920	FLEET-CAR WASH FACILITY	450210	Electric	597.05	3030 N INDUSTRIAL WAY
107782	04/09/25	CORE ELECTRIC COOPERATIVE	21845501/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	8,997.28	100 THIRD ST - PS MILLER
107783	04/09/25	CORE ELECTRIC COOPERATIVE	21882301/031925	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	30,804.23	4000 JUSTICE WAY
107784	04/09/25	CORE ELECTRIC COOPERATIVE	21882401/031925	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	29,552.73	4000 JUSTICE WAY
107785	04/09/25	CORE ELECTRIC COOPERATIVE	22026100/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	454.81	500 FAIRGROUNDS RD - FG PARKING LIGHTS
107786	04/09/25	CORE ELECTRIC COOPERATIVE	23511300/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	8,677.46	500 FAIRGROUNDS RD - FG EVENTS CENTER
107787	04/09/25	CORE ELECTRIC COOPERATIVE	23719802/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	465.04	11815 SPRING VALLEY RD
107788	04/09/25	CORE ELECTRIC COOPERATIVE	87141407/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,044.88	3020 N INDUSTRIAL WAY

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107789	04/09/25	CORE ELECTRIC COOPERATIVE	26009300/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	5,515.84	500 FAIRGROUNDS RD - FG INDOOR ARENA
107790	04/09/25	CORE ELECTRIC COOPERATIVE	26013603/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,030.97	125 STEPHANIE PL
107791	04/09/25	CORE ELECTRIC COOPERATIVE	27214600/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,728.26	2965 US HWY 85
107792	04/09/25	CORE ELECTRIC COOPERATIVE	27240000/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	45.66	7870 N 1-25 - CASTLE PINES RTD
107793	04/09/25	CORE ELECTRIC COOPERATIVE	27620100/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,809.85	4400 CASTLETON CT
107794	04/09/25	CORE ELECTRIC COOPERATIVE	81003200/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	91.17	THIRD ST & ELBERT - HHS LIGHTS
107795	04/09/25	CORE ELECTRIC COOPERATIVE	81557601/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,548.27	301 N WILCOX ST
107796	04/09/25	CORE ELECTRIC COOPERATIVE	81593003/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	655.14	500 FAIRGROUNDS RD - FG SHOP
107797	04/09/25	CORE ELECTRIC COOPERATIVE	81598101/022525	100	55200	FAIRGROUND OPERATIONS	450210	Electric	90.46	500 FAIRGROUNDS RD - FG PAVILION
107798	04/09/25	CORE ELECTRIC COOPERATIVE	81598101/032425	100	55200	FAIRGROUND OPERATIONS	450210	Electric	100.18	500 FAIRGROUNDS RD - FG PAVILION
107799	04/09/25	CORE ELECTRIC COOPERATIVE	81598201/031925	100	55200	FAIRGROUND OPERATIONS	450210	Electric	107.03	500 FAIRGROUNDS RD - FG EAST GROUNDS
107800	04/09/25	CORE ELECTRIC COOPERATIVE	83538001/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	213.24	7865 LOUVIERS BLVD
107801	04/09/25	CORE ELECTRIC COOPERATIVE	86156700/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	28.08	100 THIRD ST - PS MILLER GARAGE
107802	04/09/25	CORE ELECTRIC COOPERATIVE	87010703/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,391.38	PUBLIC WORKS OPERATION
107803	04/09/25	CORE ELECTRIC COOPERATIVE	87132101/031925	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,529.91	3030 INDUSTRIAL WAY
107804	04/09/25	CPS HR CONSULTING	16016	100	11200	COUNTY ATTORNEY	447900	Recruitment Costs	10,000.00	RECRUITMENT SERVICES
107805	04/09/25	DC GROUP INC	INV2510902	330	33190	OTHER GENERAL GOVT. BLDGS.	438800	C.A.-Other Equipment	6,914.42	BATTERY REPLACEMENT
107806	04/09/25	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	12274	100	100	GENERAL FUND	211400	A/P - General	468.00	SECURITY PATROLS
			12235	100	100	GENERAL FUND	211400	A/P - General	2,992.00	SECURITY PATROLS
								Total Payment	3,460.00	
107807	04/09/25	ECONOLITE CONTROL PRODUCTS INC	INV229946	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	436300	Traffic Signal Parts	472.00	TRAFFIC SIGNAL CABINET ETHERNET CARD
107808	04/09/25	ENVIROTECH SERVICES INC	CD202509716	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	14,124.19	ICE SLICER NORTHWEST FACILITY STOCK
107809	04/09/25	FAMILY TREE INC	FEB25GLSDOUGCO25	210	44500	CHILD WELFARE	443600	Other Professional Services	21,799.45	FEB 25 DRAWDOWN
107810	04/09/25	FELSBURG, HOLT AND ULLEVIG	44194	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	443400	General Engineering Services	3,388.75	BIKE MAP
			44208	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	1,215.50	DESIGN SUPPORT
			44211	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	9,975.00	DRAINAGE & GRADING DESIGN
			44210	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	1,240.80	DESIGN SUPPORT
								Total Payment	15,820.05	
107811	04/09/25	FORVIS MAZARS LLP	2459430	100	802012	AUDIT SERVICES	443150	Acctg & Financial Services	74,250.00	FINANCIAL AUDIT
107812	04/09/25	GMCO CORPORATION	251646	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	24,750.00	LIQUID DEICER PARKER STOCK
107813	04/09/25	GOVCONNECTION INC	76252778	100	18100	IT ADMINISTRATION	474500	Computer Equipment	15,333.50	MENTAL HEALTH COMPUTER EQUIPMENT
107814	04/09/25	GROUND ENGINEERING CONSULTANTS	25402502	200	800100	CONTRACTED MAJOR ROAD MAINT	478100	Road Repair, Maint. & Overlay	34,715.00	2025 MATERIAL TESTING/INSPECTIONS
			25405201	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	475.00	2025 MATERIAL TESTING/INSPECTIONS
								Total Payment	35,190.00	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107815	04/09/25	H2O POWER EQUIPMENT	195247 195248	100	19910	FLEET MAINTENANCE	443600	Other Professional Services	225.00	SERVICE CALL CASTLE ROCK
				100	19910	FLEET MAINTENANCE	443600	Other Professional Services	225.00	SERVICE CALL CASTLE ROCK
						Total Payment			450.00	
107816	04/09/25	HDR ENGINEERING INC	1200704624	230	800156	HILLTOP RD (REATA-SINGING HILL	473100	Roads, St., Drainage-Eng.	1,007.50	DESIGN SERVICES - HILLTOP ROAD
107817	04/09/25	HELP & HOPE CENTER	DRAWDOWN7/2025TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	9,872.10	FEB 2025 SERVICES
107818	04/09/25	HOLCIM-WCR INC	7207986444	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	563.69	ASPHALT FOR PAVING
107819	04/09/25	HUDICK EXCAVATING INC	CI2021020APP1 CI2021020APP1RTNG	235	801507	C470 TRAIL OVER UNIVERSITY	467400	State-CDOT	129,222.00	C470 TRAIL OVER UNIVERSITY
				235	801507	C470 TRAIL OVER UNIVERSITY	211810	Retainage Payable	(6,461.10)	C470 TRAIL OVER UNIVERSITY
						Total Payment			122,760.90	
107820	04/09/25	HUMANE SOCIETY OF PIKES PEAK	APR2025	100	55500	ANIMAL CONTROL	447460	Animal Control Services	43,921.67	APR 2025 ANIMAL SERVICES
107821	04/09/25	ICON ENGINEERING INC	19613	200	800503	EMERGENCY STORM DRAINAGE	443600	Other Professional Services	112.00	BELLFLOWER MANHOLES
107822	04/09/25	ITERIS INC	178752	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	474370	Traffic Signal Eqpmnt - Engr	5,000.00	BLUETOAD ON BOARD UNIT
107823	04/09/25	JOHN ELWAY CHEVROLET	299085	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	43,075.00	2025 CHEVY TRAVERSE
107824	04/09/25	KR CONSTRUCTION GROUP INC	KR24086APP3 KR24086APP3RTNG	240	33215	JUSTICE CNTR FACIL IMPRVMENTS	472300	Improvements	48,789.46	JUSTICE CENTER REMODEL
				100	33215	JUSTICE CNTR FACIL IMPRVMENTS	211810	Retainage Payable	(2,439.47)	JUSTICE CENTER REMODEL
						Total Payment			46,349.99	
107825	04/09/25	KRAEMER NORTH AMERICA LLC	CI2024025APP1	230	800296	C-470 CORRIDOR IMPROVEMENTS	467400	State-CDOT	73,178.11	C-470 SIGN MODIFICATIONS
107826	04/09/25	LEADSONLINE LLC	417134	100	23150	MAJOR CRIMES SECTION	444550	Software/Hardware Subscription	6,550.00	NIGHTHAWK LICENSES
107827	04/09/25	LIGHTHOUSE TRANSPORTATION GROUP	25032	200	800916	TRAFFIC SIG RPLMNT & MAJ MAINT	478300	Major Maint. Repair Projects	3,614.73	TRAFFIC SIGNAL MAINTENANCE
107828	04/09/25	LIGHTING ACCESSORY & WARNING SYSTEMS	25513	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
107829	04/09/25	LYLES, CELESTENE (TENA)	020625-022025	100	19250	YOUTH SERVICES PROGRAM MGMT	445300	Travel Expense	198.94	MILEAGE REIMBURSEMENT
107830	04/09/25	MANNA RESOURCE CENTER	ESG0225 ESG0125	100	802025	EMERGENCY SERVICES GRANT 2023	447500	OPS/ESG 2023	297.50	FEB 2025 SERVICES
				100	802025	EMERGENCY SERVICES GRANT 2023	447500	OPS/ESG 2023	175.00	JAN 2025 SERVICES
						Total Payment			472.50	
107831	04/09/25	MCLAUGHLIN COUNSELING	FLEX135210	210	44500	CHILD WELFARE	443600	Other Professional Services	2,100.00	TESTIMONY SERVICES
107832	04/09/25	MILDREN, JODI B	010725-031925 010725-031925 010725-031925	210	44500	CHILD WELFARE	445300	Travel Expense	182.00	JAN 2025 MILEAGE REIMBURSEMENT
				210	44500	CHILD WELFARE	445300	Travel Expense	62.30	FEB 2025 MILEAGE REIMBURSEMENT
				210	44500	CHILD WELFARE	445300	Travel Expense	43.40	MAR 2025 MILEAGE REIMBURSEMENT
						Total Payment			287.70	
107833	04/09/25	MOORE ENGINEERING INC	SIN001331	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	390.00	COMMUNITY DEVELOPMENT
107834	04/09/25	MOTOROLA SOLUTIONS INC	8282080671 8282085467 8282072787 8282073670 8282074365	296	861572	AMERICAN RESCUE PLAN ACT	474350	Communic Equip/HELITACK	898.30	VEHICLE RADIOS
				296	861572	AMERICAN RESCUE PLAN ACT	474350	Communic Equip/HELITACK	18,542.12	VEHICLE RADIOS
				100	21127	RADIO SYSTEMS	436600	Other Repair & Maint. Supplies	365.69	RADIO REPAIR
				100	21127	RADIO SYSTEMS	436600	Other Repair & Maint. Supplies	1,095.00	RADIO REPAIR
				100	21127	RADIO SYSTEMS	436600	Other Repair & Maint. Supplies	135.16	RADIO REPAIR
						Total Payment			21,036.27	
107835	04/09/25	OLDCASTLE INFRASTRUCTURE	110317164 110317338 110317303	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	450.00	STORM SEWER COVER
				200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	4,550.00	INLET FOR ICE MITIGATION PROJECT
				200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	4,550.00	INLET FOR ICE MITIGATION PROJECT
						Total Payment			9,550.00	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107836	04/09/25	PATTERSON TRANSCRIPTION COMPANY	109810	100	11200	COUNTY ATTORNEY	443600	Other Professional Services	145.00	TRANSCRIPTION SERVICES
107837	04/09/25	PEAK OFFICE FURNITURE INC	74736 74735	330 240	33550 33215	FAIRGROUND LAND and FACILITIES JUSTICE CNTR FACIL IMPRVMENTS	474400 474400	Furniture & Office Equipment Furniture & Office Equipment	30,627.00 157,423.51	TRAINING TABLES OFFICE FURNITURE - SHERIFFS OFFICE
								Total Payment	188,050.51	
107838	04/09/25	PINERY HOMEOWNERS ASSOCIATION	236 235	250 100	53500 51100	OPEN SPACE PARK MAINTENANCE	443350 447500	Security Services Other Purchased Services	297.46 631.14	SECURITY PATROLS SECURITY PATROLS
								Total Payment	928.60	
107839	04/09/25	PSYCHOLOGICAL DIMENSIONS LLC	9130	100	21155	HIRING	447900	Recruitment Costs	8,350.00	PRE-EMPLOYMENT TESTING
107840	04/09/25	RESPEC CONSULTING & SERVICES	INV02250608 INV02250400 INV02250606 INV02250401	200 200 200 200	800503 800506 800506 800506	EMERGENCY STORM DRAINAGE STORMWATER PRIORITY PROJECTS STORMWATER PRIORITY PROJECTS STORMWATER PRIORITY PROJECTS	473100 443600 443600 443600	Roads, St., Drainage-Eng. Other Professional Services Other Professional Services Other Professional Services	4,850.00 1,772.50 750.00 1,020.00	PETERSON RD DRAINAGE CONDITION ASSESSMENT LAKESHORE DRAINAGE IMPROVEMENT PINERY PONDS DRAINAGE ANALYSIS
								Total Payment	8,392.50	
107841	04/09/25	RMS RECOVERY MONITORING SOLUTIONS	10078697	210	44500	CHILD WELFARE	447500	Other Purchased Services	1,191.00	TESTING SERVICES
107842	04/09/25	ROBERT HALF TECHNOLOGY	64789997	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	4,360.50	TEMPORARY POSITION - BUDGET
107843	04/09/25	RUARK, WENDY	HUMANRESOURCEMGMETHODS	100	17100	HR ADMIN	446200	Tuition Reimbursement	987.30	TUITION REIMBURSEMENT
107844	04/09/25	SCIORE, ALEXANDRA	020325-022725	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	199.01	MILEAGE REIMBURSEMENT
107845	04/09/25	SEDALIA WATER & SANITATION DISTRICT	031725	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Sedalia	53,560.00	ARPA REIMBURSEMENT
107846	04/09/25	SOURCENOW	INVSN3193	100	21125	SUPPORT SERVICES	433210	Computer Supplies	873.52	TONER FOR PRINTERS
107847	04/09/25	SOURCES INC	52199 52194 52199 52193 52193 52201 52201 52209 52209 52211 52211 52198 52198 52197 52197 52194	200 200 200 200 200 200 200 200 200 200 200 200 200 200 200 200 200	31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	433500 433500 443600 433500 443600 433500 443600 433500 443600 433500 443600 433500 443600 433500 443600 433500 443600	Clothing & Uniforms Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services Clothing & Uniforms Other Professional Services	299.65 299.89 36.00 398.20 22.50 572.57 76.50 370.87 54.00 54.00 4.50 294.15 54.00 76.20 4.50 40.50	UNIFORMS UNIFORMS EMBROIDERY SAMPLE CLOTHING EMBROIDERY UNIFORMS EMBROIDERY UNIFORMS EMBROIDERY SAMPLE CLOTHING EMBROIDERY UNIFORMS EMBROIDERY UNIFORMS EMBROIDERY EMBROIDERY
								Total Payment	2,658.03	
107848	04/09/25	SOUTH METRO FIRE RESCUE AUTHORITY	INV001909/123123 FINV000000127	220 220	822110 822110	SWAT TEAM SWAT TEAM	443600 443600	Other Professional Services Other Professional Services	6,550.00 98,390.00	2023 SWAT MEDIC SERVICES 2024 SWAT MEDIC SERVICES
								Total Payment	104,940.00	
107849	04/09/25	SQUAREI TECHNOLOGIES	5269	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	24,900.00	OFFERO SUBSCRIPTION 2025
107850	04/09/25	THE LITTLE CLINIC OF COLORADO	220254436	217	861457	IMMUNIZATION & VACCINATN CHILD	443600	Other Professional Services	95.00	CLINICAL SERVICES
107851	04/09/25	THIRDERA LLC	US4810000000587	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	20,280.00	MAR 2025 SERVICE NOW MANAGED SERVICE
107852	04/09/25	TOWN OF CASTLE ROCK	031325	100	30300	STORMWATER MANAGEMENT	443600	Other Professional Services	500.00	SPRING UP CREEK SPONSORSHIP
107853	04/09/25	TRINITY SERVICES GROUP INC	3011500171	100	21500	DETENTION	447150	Inmate Meals	17,267.24	INMATE MEALS

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			3011500174	100	21500	DETENTION	447150	Inmate Meals	16,532.25	INMATE MEALS
								Total Payment	33,799.49	
107854	04/09/25	TYLER TECHNOLOGIES INC	130154195	100	21350	TECHNOLOGY SECTION	444550	Software/Hardware Subscription	288.42	SERVER HOSTING
107855	04/09/25	VANCE BROTHERS LLC	AC00091299	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	226.80	CRACK SEAL SUPPLIES
			AF00017664	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	414.00	TACK OIL
			AF00017696	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	400.00	TACK OIL
								Total Payment	1,040.80	
107856	04/09/25	WALTER, GARY	080624-101024	200	31100	ROAD AND BRIDGE ADMIN	445300	Travel Expense	202.74	MILEAGE REIMBURSEMENT
107857	04/09/25	WEAR PARTS & EQUIPMENT COMPANY INC	62427	200	31400	MAINTENANCE OF CONDITION	436200	Equip. & Motor Vehicle Parts	21,084.00	SNOW PLOW BLADES
107858	04/09/25	WEBOLUTIONS INC	INV54758	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	3,600.00	WEBSITE MARKETING
			INV54779	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	1,980.00	PUBLIC AFFAIRS WEB IMPROVEMENT
			INV54746	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	6,650.00	WEB HOSTING & SUPPORT
								Total Payment	12,230.00	
107859	04/09/25	WESTERN WRECKING	CI2025004APP2RTNG	200	800100	CONTRACTED MAJOR ROAD MAINT	211810	Retainage Payable	(3,000.00)	2025 CONCRETE CRUSHING
			CI2025004APP2	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	60,000.00	2025 CONCRETE CRUSHING
								Total Payment	57,000.00	
107860	04/09/25	WESTON, GARY L	030125-032525	296	861577	ARPA-REVENUE REPLACEMENT	443600	Other Professional Services	975.00	MAR 2025 VSO STIPEND
107861	04/09/25	WYLES, NICHOLAS	042125-042525PERDIEM	100	21350	TECHNOLOGY SECTION	445300	Travel Expense	172.00	AXON WEEK 2025, PHOENIX, AZ
107862	04/09/25	ZAPPE, TINY	DATAMININGDATASCIENCEFOUN	100	17100	HR ADMIN	446200	Tuition Reimbursement	1,890.00	TUITION REIMBURSEMENT
526154	04/08/25	ACOMA LOCK AND SECURITY	59749	100	21500	DETENTION	444700	Other Repair & Maint. Service	500.00	GUN LOCKER REPAIRS
526155	04/08/25	ARI HETRA	91009IN	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	5,467.28	BRAKE HUB REMOVAL JACK
526156	04/08/25	BECKWITH, ROBERT S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	66.04	REGISTRATION REFUND
526157	04/08/25	BROOKMAN, GEOFFREY C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	148.05	REGISTRATION REFUND
526158	04/08/25	CATALIS COURTS & LAND RECORDS, LLC	INV308345608	100	871000	E-RECORDING	444500	Software/Hardware Supp./Maint.	53,473.93	ANNUAL MAINTENANCE
526159	04/08/25	CCAA-COLORADO COUNTY ATTORNEYS ASSOCIATION	278	100	11200	COUNTY ATTORNEY	446300	Prof. Membership & Licenses	600.00	ANNUAL DUES
526160	04/08/25	CHOPE, TREVOR J & NICOLE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	376.54	REGISTRATION REFUND
526161	04/08/25	COMMERCIAL FENCE & IRON WORKS	13125	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	2,225.00	COLUMBINE OPEN SPACE KEYPAD
526162	04/08/25	DAVIDSON, ALAN	MV REFUND/03312025	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	121.29	REGISTRATION REFUND
526163	04/08/25	DAVIS, SCOTT	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	132.18	REGISTRATION REFUND
526164	04/08/25	DENVER SOUTH ECONOMIC DEVELOPMENT PARTNERSHIP	1315	100	11100	OFFICE OF THE BOARD	465400	Community Programs/Sponsorship	1,500.00	2025 ANNUAL EVENT TABLE SPONSORSHIP
526165	04/08/25	DISCOUNT SCHOOL SUPPLY	9334790101	217	861619	TSQJ CSQJ GAE FUNDING	447500	Other Purchased Services	1,686.55	EARLY CHILDHOOD COUNCIL CONTRACTOR
526166	04/08/25	DOUGLAS COUNTY SCHOOL DISTRICT	10003349	210	44500	CHILD WELFARE	443600	Other Professional Services	347.77	FEB 2025 ESSA BILLING
			10003350	210	44500	CHILD WELFARE	443600	Other Professional Services	805.75	FEB 2025 ESSA BILLING
			10003351	210	44500	CHILD WELFARE	443600	Other Professional Services	2,057.92	FEB 2025 ESSA BILLING
								Total Payment	3,211.44	
526167	04/08/25	DUNNING, KIRSTEN	031425-032625	100	11400	COUNTY MANAGER	445300	Travel Expense	61.67	MILEAGE REIMBURSEMENT

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
526168	04/08/25	ELBERT COUNTY GOVERNMENT	203	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	489.33	TOBACCO PREVENTION INITIATIVE
526169	04/08/25	ELEMEN, JEISEN E & NURIA C FERRETE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	85.94	REGISTRATION REFUND
526170	04/08/25	ENTERPRISE FM TRUST	MARCH2025LEASE	100	28100	DISTRICT ATTORNEY - 23RD ADMIN	474300	Cars, Vans, Pickups	3,228.76	VEHICLE LEASE
526171	04/08/25	FOLEY HOAG LLP	4215289	100	11200	COUNTY ATTORNEY	443200	Legal Services	254.80	LEGAL SERVICES
			4215288	100	11200	COUNTY ATTORNEY	443200	Legal Services	4,871.80	LEGAL SERVICES
								Total Payment	5,126.60	
526172	04/08/25	GERMANY, GLENN D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	63.84	REGISTRATION REFUND
526173	04/08/25	GIBBONS, KEVIN P & DIANA M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	335.35	REGISTRATION REFUND
526174	04/08/25	GLEASON, KYLE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	918.00	REGISTRATION REFUND
526175	04/08/25	HAINES, NATHAN	MV REFUND/032625	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	523.68	REGISTRATION REFUND
526176	04/08/25	HAMRE, RODRIGUEZ, OSTRANDER & PRESCOTT	1751	100	11200	COUNTY ATTORNEY	443200	Legal Services	11,160.00	LEGAL SERVICES
526177	04/08/25	HEYDUK, JAMIE D & KARRIE A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	197.22	REGISTRATION REFUND
526178	04/08/25	HOGAN, BRENDEN T	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	187.87	REGISTRATION REFUND
526179	04/08/25	HUANG, CANHUA & BAOSI	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	282.03	REGISTRATION REFUND
526180	04/08/25	IMAGEFIRST	265830880	100	23100	CORONER	443600	Other Professional Services	58.23	LAUNDRY SERVICE
526181	04/08/25	JBI LIMITED	201707253	100	21500	DETENTION	443600	Other Professional Services	15,049.76	PROFESSIONAL SERVICES
526182	04/08/25	JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES	FEB2025/03192025	210	44500	CHILD WELFARE	443600	Other Professional Services	1,466.68	FEB 2025 COLLAB EXPENSES
			JAN2025/021825	210	44500	CHILD WELFARE	443600	Other Professional Services	1,452.10	JAN 2025 COLLAB EXPENSES
								Total Payment	2,918.78	
526183	04/08/25	JOHNSON, MELODIE A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	262.15	REGISTRATION REFUND
526184	04/08/25	KOEPSSELL, MEGAN M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	878.96	REGISTRATION REFUND
526185	04/08/25	LOPER, TOBY C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	2,712.76	REGISTRATION REFUND
526186	04/08/25	MOORE, JUSTIN A & MEGAN S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,186.04	REGISTRATION REFUND
526187	04/08/25	MULLER ENGINEERING COMPANY INC	40013	230	800434	BROADWAY/HRP INTERSECTION	473100	Roads, St., Drainage-Eng.	12,944.46	BROADWAY & HIGHLANDS RANCH PARKWAY DESIGN
526188	04/08/25	NIKITA KING COUNSELING LLC	349	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
			321	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
			326	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
			334	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
			341	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
			361	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
								Total Payment	960.00	
526189	04/08/25	NORCON OF NEW MEXICO LLC	20250101	100	55200	FAIRGROUND OPERATIONS	444700	Other Repair & Maint. Service	4,210.00	BLEACHER PREVENTATIVE MAINTENANCE & INSPECTION
526190	04/08/25	OBERMEYER, JOLENE	032425	100	802034	COMMUNITY MENTAL HEALTH SFY25	446200	Tuition Reimbursement	2,550.00	TUITION REIMBURSEMENT
526191	04/08/25	ORR, JOEL M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	476.82	REGISTRATION REFUND

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark	
526192	04/08/25	OSORIO, JENNIFER	032025-032725	210	44100	ADMINISTRATION BLOCK GRANT	445300	Travel Expense	40.04	MILEAGE REIMBURSEMENT	
526193	04/08/25	PAASKE, STEPHANIE N	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	86.17	REGISTRATION REFUND	
526194	04/08/25	QUINLAN, JULIE A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	13.92	REGISTRATION REFUND	
526195	04/08/25	RAISE THE FUTURE	SINV103262	210	44500	CHILD WELFARE	443600	Other Professional Services	2,068.33	FOSTER & ADOPT SERVICES	
526196	04/08/25	RHUBY, FRANCINE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	234.98	REGISTRATION REFUND	
526197	04/08/25	RODRIGUEZ, JULIO	DC002157	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND	
526198	04/08/25	SOBY, MARILYN, AARON & REBECCA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	150.75	REGISTRATION REFUND	
526199	04/08/25	SOTO, JULISSA	031025	217	861457	IMMUNIZATION & VACCINATN CHILD	443600	Other Professional Services	10,000.00	VACCINE OUTREACH	
526200	04/08/25	STOFFEL, MARK W & PAULINE Z	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	275.41	REGISTRATION REFUND	
526201	04/08/25	STRAWSER, LARRY D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	167.09	REGISTRATION REFUND	
526202	04/08/25	SUNSTATE EQUIPMENT COMPANY LLC	13247646001 13192803001	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	299.50	PROPANE	
				200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	209.65	PROPANE	
							Total Payment		509.15		
526203	04/08/25	TAPCO	I796889	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436350	Traffic-School Flasher Parts	374.00	REPLACEMENT CONTROLLERS	
526204	04/08/25	TD INDUSTRIES	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	183.80	REGISTRATION REFUND	
526205	04/08/25	TEXAS RESCUE	DC031425	100	803084	DOLA BACKCOUNTRY SEARCH & RESC	438800	C.A.-Other Equipment	7,895.00	RESCUE TRAILER	
526206	04/08/25	THOTA, LAKSHMI P	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	99.71	REGISTRATION REFUND	
526207	04/08/25	TROYER, STACIE E & JOSHUA W	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	612.01	REGISTRATION REFUND	
526208	04/08/25	UNIFIRST CORPORATION	2260154276 2260154206	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	126.95	UNIFORM SERVICE	
				100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	49.33	UNIFORM SERVICE	
							Total Payment		176.28		
526209	04/08/25	WATERWAY CARWASH	8823435	220	21100	SHERIFF ADMINISTRATION	449057	Fleet Outside Repairs	78.75	FEB 2025 CAR WASHES	
				220	21160	INTERNAL AFFAIRS	449057	Fleet Outside Repairs	5.75	FEB 2025 CAR WASHES	
				220	27100	SCHOOL PROGRAM ADMINISTRATION	449057	Fleet Outside Repairs	84.50	FEB 2025 CAR WASHES	
				220	23150	MAJOR CRIMES SECTION	449057	Fleet Outside Repairs	35.75	FEB 2025 CAR WASHES	
				220	22270	HR DIVISION ADMIN	449057	Fleet Outside Repairs	30.00	FEB 2025 CAR WASHES	
				220	23200	CRIME LAB/EVIDENCE SECTION	449057	Fleet Outside Repairs	11.50	FEB 2025 CAR WASHES	
				220	22150	TRAFFIC SECTION	449057	Fleet Outside Repairs	30.00	FEB 2025 CAR WASHES	
				220	16200	PLANNING & ZONING SERVICES	449057	Fleet Outside Repairs	40.00	FEB 2025 CAR WASHES	
				220	800540	K-9 UNIT	449057	Fleet Outside Repairs	40.00	FEB 2025 CAR WASHES	
				220	22650	RESERVE PROGRAM	449057	Fleet Outside Repairs	5.75	FEB 2025 CAR WASHES	
				220	802014	MENTAL HEALTH INITIATIVE	449057	Fleet Outside Repairs	40.00	FEB 2025 CAR WASHES	
				220	21125	SUPPORT SERVICES	449057	Fleet Outside Repairs	30.00	FEB 2025 CAR WASHES	
				220	22100	PATROL-LEA	449057	Fleet Outside Repairs	210.25	FEB 2025 CAR WASHES	
				220	21175	CIVIL WARRANTS SECTION	449057	Fleet Outside Repairs	25.75	FEB 2025 CAR WASHES	
				220	22500	IMPACT UNIT/LEA	449057	Fleet Outside Repairs	20.00	FEB 2025 CAR WASHES	
				220	23350	SPECIAL INVESTIGATIONS SECTION	449057	Fleet Outside Repairs	35.75	FEB 2025 CAR WASHES	
							Total Payment		723.75		
				526210	04/08/25	WESTERN FORESTRY RESOURCES	03142025	296	861577	ARPA-REVENUE REPLACEMENT	447500
526211	04/08/25	WIZ-QUIZ DRUG SCREENING SERVIC	691019 691195	210	44500	CHILD WELFARE	447500	Other Purchased Services	229.00	TESTING SERVICES	
				210	44500	CHILD WELFARE	447500	Other Purchased Services	90.00	TESTING SERVICES	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark	
									Total Payment	319.00	
526212	04/08/25	ZOODICO TRAFFIC SOLUTIONS	ZTSFEB172025	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	5,119.88	WORK ZONE SIGNS	
526213	04/08/25	AUSTIN, IAN	040625-041125PERDIEM	220	800540	K-9 UNIT	445300	Travel Expense	421.40	2025 JOINT SYMPOSIUM FOR WORKING K9S, ATLANTA, GA	
526214	04/08/25	BROWN, TIMOTHY	032825	100	18100	IT ADMINISTRATION	446100	Conference,Seminar, Train Fees	650.00	2025 PROJECT MANAGEMENT INSTITUTE SYMPOSIUM REGISTRATION	
526215	04/08/25	BURNEY, MASEY LAYNE	010325-022625	210	44500	CHILD WELFARE	445300	Travel Expense	363.16	JAN 2025 MILEAGE REIMBURSEMENT	
			010325-022625	210	44500	CHILD WELFARE	445300	Travel Expense	276.01	FEB 2025 MILEAGE REIMBURSEMENT	
									Total Payment	639.17	
526216	04/08/25	DALKE, STEVE	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526217	04/08/25	DAVIS, BRADEN	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526218	04/08/25	DAVIS, STEVEN W	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526219	04/08/25	EILERS, JASON	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526220	04/08/25	KRANIG, TODD	010225-013025	100	18100	IT ADMINISTRATION	445300	Travel Expense	24.36	MILEAGE REIMBURSEMENT	
526221	04/08/25	OLIN, KENNETH R	033125-040325PERDIEM	220	22100	PATROL-LEA	445300	Travel Expense	156.40	COLORADO NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS CONFERENCE, BLACK HAWK, CO	
526222	04/08/25	PATTERSON, STEVEN	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526223	04/08/25	PHILLIPS, BRIAN	041425-041725PERDIEM	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	192.40	SPRING STREET CONFERENCE, MONTROSE, CO	
526224	04/08/25	RANDALL, CANDACE	071624	200	31100	ROAD AND BRIDGE ADMIN	433400	Operating Supplies	159.99	REIMBURSEMENT FOR WALKING PAD	
526225	04/08/25	ROMERO, GILBERT	042125-042525PERDIEM	100	21350	TECHNOLOGY SECTION	445300	Travel Expense	172.00	AXON WEEK 2025, PHOENIX, AZ	
526226	04/08/25	SAUNDERS CONSTRUCTION INC	DV2021270	200	200	ROAD AND BRIDGE	221630	Escrow Payable	10,471.50	ESCROW RELEASE	
526227	04/08/25	AMBLER KEENAN MITCHELL JOHNSON LLC	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	22.75	ESCROW ACCOUNT REFUND	
526228	04/08/25	CANYON TITLE COMPANY LLC	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	36.75	ESCROW ACCOUNT REFUND	
526229	04/08/25	CJ SURVEYING LLC	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	40.00	ESCROW ACCOUNT REFUND	
526230	04/08/25	INDEPENDENT RESEARCH	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	60.50	ESCROW ACCOUNT REFUND	
526231	04/08/25	LAND TITLE COPY ACCOUNT	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	38.25	ESCROW ACCOUNT REFUND	
526232	04/08/25	MILE HIGH TITLE RESEARCH	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	265.65	ESCROW ACCOUNT REFUND	
526233	04/08/25	PRECISION SURVEY & MAPPING INC	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	84.25	ESCROW ACCOUNT REFUND	
526234	04/08/25	TOWN OF CASTLE ROCK UTILITIES	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	543.50	ESCROW ACCOUNT REFUND	
526235	04/08/25	TOWN OF PARKER	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	27.81	ESCROW ACCOUNT REFUND	
									Grand Total:	<u>1,752,627.04</u>	

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

4/1/2025
9:14:19

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
107746	03/26/25	LOUVIERS WATER & SANITATION DISTRICT	23/011525A	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	1,403.07	7885 LOUVIERS BLVD
			23/073024	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	1,231.71	7885 LOUVIERS BLVD
			23/011525B	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	338.42	7885 LOUVIERS BLVD
			Total Payment							
107749	03/31/25	SNAP ENGAGE LLC	INV17594	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	2,469.60	CLERK & RECORDER CHAT PRO SUPPORT
			INV17594	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	11,365.20	CLERK & RECORDER CHAT PRO SUBSCRIPTION
			INV17594	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	315.00	CLERK & RECORDER CHAT PRO SUPPORT
			INV17594	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	3,137.40	CLERK & RECORDER CHAT PRO SUBSCRIPTION
			Total Payment							
107750	04/01/25	ALLIED UNIVERSAL SECURITY SERVICE	16706977	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,238.89	GUARD SERVICES - LANSING POINT
			16700730	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	4,159.26	GUARD SERVICES - ELECTIONS
			Total Payment							
526137	03/31/25	COMMONSPIRIT	CSPMAM32525	220	822150	FALSE ALARM REDUCTION PROGRAM	342330	Alarm Registration Fees	29,647.46	REFUND
526138	03/31/25	DOUGLAS COUNTY SHERIFF	2466	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	11.00	PROCESS SERVER FEE
			2465	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	11.00	PROCESS SERVER FEE
			2464	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	11.00	PROCESS SERVER FEE
			Total Payment							
526139	03/31/25	NEWMAN MCNULTY LLC	092822	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	15,000.00	INSURANCE CLAIM
526140	03/31/25	XCEL ENERGY	5340382016/032025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	616.18	2224 N WILDCAT RESERVE PKWY
526141	03/31/25	XCEL ENERGY	5397826603/032425	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450210	Electric	5,728.02	9250 ZOTOS DR - ELECTRIC
			5397826603/032425	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450220	Gas	2,677.90	9250 ZOTOS DR - GAS
			Total Payment							
526142	03/31/25	XCEL ENERGY	5341164978/031825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,658.20	8717 MIDWAY DR - ELECTRIC
526143	03/31/25	XCEL ENERGY	5340380672/012825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	3,112.34	9250 HERITAGE HILLS CIR - ELECTRIC
			5340380672/012825	100	19100	FACILITIES ADMINISTRATION	450220	Gas	2,262.71	9250 HERITAGE HILLS CIR - GAS
			Total Payment							
526144	03/31/25	XCEL ENERGY	5340380672/022825	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,795.24	9250 HERITAGE HILLS CIR - GAS
			5340380672/022825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	3,766.41	9250 HERITAGE HILLS CIR - ELECTRIC
			Total Payment							
526145	03/31/25	XCEL ENERGY	5300151499670/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	789.70	3185 PLAZA DR
526146	03/31/25	XCEL ENERGY	5300151499670/032125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	709.41	3185 PLAZA DR
526147	03/31/25	XCEL ENERGY	5300151499670/122324	100	19100	FACILITIES ADMINISTRATION	450210	Electric	788.39	3185 PLAZA DR
526148	03/31/25	XCEL ENERGY	5319739830/032425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	88.39	2223 N WILDCAT RESERVE PKWY
526149	03/31/25	XCEL ENERGY	5340381811/032025	100	19100	FACILITIES ADMINISTRATION	450220	Gas	368.64	9651 S QUEBEC ST - GAS
			5340381811/032025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,280.94	9651 S QUEBEC ST - ELECTRIC
			Total Payment							
526150	03/31/25	XCEL ENERGY	5319854772/032025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	557.89	9469 S QUEBEC ST
526151	03/31/25	XCEL ENERGY	5340380616/031825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	245.14	9651 S QUEBEC ST
526152	03/31/25	XCEL ENERGY	5321350461/031825	200	31400	MAINTENANCE OF CONDITION	450220	Gas	179.84	5469 CLAY ST
Grand Total:									101,964.35	

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Dan Avery, Special Projects Manager

DESCRIPTION: Tax Increment Revenue Agreement Between Douglas County and the Castle Rock Urban Renewal Authority regarding the Brickyard Urban Renewal Plan Over a 25-Year URA Period in the Amount of \$11,135,169.00.

SUMMARY: The Castle Rock Urban Renewal Authority (URA) proposes an agreement regarding tax increment financing (TIF) within the Brickyard Urban Renewal Plan area. The agreement would allow the URA to retain 100% of the property tax increment created by new development over the 25 year life cycle of the Brickyard Urban Renewal Plan. The property tax increment generated by the development would be used by the URA to partially fund necessary public improvements. The agreement is substantively like the financing agreement the County entered into with the City of Castle Pines two years ago and the City of Lone Tree last year.

The proposed Brickyard development under consideration by the Town of Castle Rock would redevelop the former Acme Brick plant at 401 Prairie Hawk Drive. The project would include at least 530 residential units, a 123-unit hotel, 29,387 SF of restaurant/retail space, and 55,521 SF of office or conference space. With Town participation, the project would also include a new 145,000 SF indoor sports center. As described in Town materials, the project would not be feasible without public investment in the form of this Tax Increment Financing in support of necessary infrastructure and other Town financing in support of the proposed recreation facility. Absent this redevelopment proposal and public support the Town anticipates the site would be used for storage or industrial purposes.

In support of this Tax Increment Revenue Agreement request and as required by statute, the Town prepared an Impact Report modeling fiscal impacts to the County from the redevelopment and proposed use of tax increment financing. The redevelopment is estimated to generate a County property tax increment that would increase from \$154,063 in 2027 to \$2,104,006 in 2050, totaling \$11,135,169 over the 25-year life of the URA. Under the proposed TIF agreement, Douglas County would forego these revenues, and they would instead accrue to the URA for construction of public improvements. The County would continue to receive its existing property tax base from the area, estimated at approximately \$18,000 annually, totaling \$452,000 over the 25-year URA period. The impact report indicates that the project will also generate new Douglas County sales tax receipts increasing from \$73,839 to \$361,080

annually, totaling \$6.8 million over 25 years. Douglas County would retain these future revenues. Updated sales tax estimates received in February based on land use plan refinements suggest that County sales tax receipts from this area could be closer to \$12.9 million over a 25 year URA period. With regard to County infrastructure and services, the impact report concludes that “Because the entire area will be located within the Town’s municipal boundaries, minimal impact on County services is anticipated.”

Colorado’s urban renewal statutes were amended in 2015 to give counties, school districts, and other taxing authorities a larger role in the urban renewal process. Counties are now eligible for representation on URA boards, and the statute also now provides a negotiation process regarding how much of the future property tax increment generated by a project will be allocated to the urban renewal area. This proposed agreement is the mechanism by which the Town and County agree on allocation of property tax increment generated by the development. Under statute, if an agreement cannot be reached a mediation process may ensue.

RECOMMENDED ACTION:

Staff recommends approval of the Tax Increment Revenue Agreement.

REVIEW:

Doug DeBord	Approve	4/2/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/3/2025

ATTACHMENTS:

Brickyard-TIF Agreement County (revised 03.31.25)

TAX INCREMENT REVENUE AGREEMENT
(DOUGLAS COUNTY)
(Brickyard Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "**Agreement**") is entered into as of [_____], 2025 (the "**Effective Date**") by and between the CASTLE ROCK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "**Authority**"), whose address is 100 North Wilcox Street, Castle Rock, CO 80104, and the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, COLORADO, a political subdivision of the State of Colorado (the "**County**" or "**Douglas County**"), whose address is 100 Third Street, Castle Rock, CO 80104. The Authority, and Douglas County are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 herein. Capitalized terms used herein and not otherwise defined are defined in Section 2 herein.

A. Redevelopment. The Parties understand that the real property described in Exhibit A (the "**Property**") lying within the corporate limits of the Town of Castle Rock (the "**Town**") lies within an area the Town desires to designate as an urban renewal area, namely the Brickyard Urban Renewal Plan (the "**Plan**"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Town desires to approve the Plan in order to authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**"), to pay Eligible Costs of the Improvements. The final version of the New Plan as approved by the Town Council of the Town shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and, in compliance with C.R.S. § 31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the Town as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the New Plan is subject to the Act, including requirements imposed by HB 15-1348, as amended to date (the "**Amended 1348 Requirements**") for new urban renewal plans adopted after January 1, 2016.

D. Taxing Entity. Douglas County levies ad valorem property taxes on the Property included within the proposed Urban Renewal Area.

E. Equitable Deal Structure. Douglas County and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable taxing districts.

F. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on Douglas County services associated solely with the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into and made a part of this Agreement.

2. DEFINITIONS. As used in this Agreement:

2.1 "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 "Agreement" means this Agreement, as amended or supplemented in writing. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

2.3 "Authority" means the Castle Rock Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.4 "Bonds" shall have the same meaning as defined in C.R.S. § 31-25-103 of the Act.

2.5 "County" means Douglas County, Colorado.

2.6 "County Increment" means the portion of Property Tax Increment Revenues generated by the Douglas County mill levy, received by the Authority from the Douglas County Treasurer.

2.7 "Duration" means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in C.R.S. § 31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2024. The last year the assessment roll will be divided for purposes of TIF is 2049 and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2049.

2.8 "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.9 "**Impact Report**" means the impact report dated as of June 2024 and prepared by Ricker Cunningham analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to C.R.S. § 31-25-107(3.5) of the Act.

2.10 "**Improvements**" means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.11 "**Party**" or "**Parties**" means the Authority and Douglas County, or each and their lawful successors and assigns.

2.12 "**Plan**" means the urban renewal plan defined in Recital B herein.

2.13 "**Project**" shall have the same meaning as Urban Renewal Project.

2.14 "**Property Tax Increment Revenues**" means the incremental property tax revenues derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project.

2.15 "**Special Fund**" means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.16 "**TIF**" means the property tax increment portion of the property tax assessment roll described in C.R.S. § 31-25-107(9)(a)(II) of the Act.

2.17 "**Town**" means the Town of Castle Rock, Colorado.

2.18 "**Urban Renewal Area**" means the area included in the boundaries of the Plan.

2.19 "**Urban Renewal Project**" means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. **IMPACT REPORT.** The Parties acknowledge receipt of, and the opportunity to review, the Impact Report submitted in accordance C.R.S. § 31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, Douglas County hereby waives any other statutory requirements related to receipt of the Impact Report.

4. **CONSENT TO CURRENT PLAN.** Douglas County hereby agrees to, and waives any objection to the Plan.

5. **PROPERTY TAX INCREMENT REVENUES.** In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

5.1 **COUNTY INCREMENT REVENUES.** Douglas County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the County Increment (the "Retained County Increment"), commencing on the

date of approval by the Town of the Plan and ending upon the earlier of: (1) the occurrence of the Duration; or (2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with C.R.S. § 31-25-107(9)(a)(II) of the Act. Upon the earlier of: (1) the occurrence of the Duration; or (2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with C.R.S. § 31-25-107(9)(a)(II) of the Act, the entire County Increment shall be paid by the Douglas County Assessor to Douglas County, and not to the Authority. The Authority shall annually provide a written report to Douglas County on progress towards completion of the Improvements. The report shall include information related to any significant changes in project scope or cost.

5.2 All of the County Increment upon receipt by the Authority will be deposited into the Special Fund to be utilized in accordance with Section 5.1 hereof. No County Increment will be deposited or transferred into any other Authority fund or into the general fund or any other fund.

5.3 The Authority acknowledges that the Town is under a statutory obligation to timely notify the County Assessor if and when the Plan is approved by the Town Council. The Authority further acknowledges that such notification will need to occur by no later than October 31, 2025, in order for Property Tax Increment Revenues to be allocated to the Special Fund in the 2025 tax year.

6. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. Douglas County recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of C.R.S. § 31-25-109(2)(b) of the Act, the Authority has the right to pledge the Retained County Increment to the payment of the Authority's Bonds (if any are or have been issued) and other financial obligations incurred in connection with the Urban Renewal Project. Douglas County and the Authority also recognize and agree that this Agreement is an indebtedness of the Authority under C.R.S. § 31-25-107(9)(a)(II) of the Act and the Authority has elected to apply the provisions of C.R.S. § 11-57-208, to this Agreement with respect to the Retained County Increment. The Retained County Increment, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Retained County Increment shall have priority over any of all other obligations and liabilities of the Authority with respect to the Retained County Increment. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

7. WAIVER. Douglas County acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, except those that may apply to future modifications of the Plan as required by C.R.S. §§ 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, Douglas County hereby waives any provision of the Act that provides for notice to, requires any

filing with or by, requires or permits consent from, or provides any enforcement right to Douglas County. Douglas County agrees that it has already received information equivalent to the information otherwise required to be provided to it by C.R.S. § 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore hereby deems that requirement satisfied.

8. LIMITATION OF AGREEMENT. This Agreement applies only to the County Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Douglas County Treasurer in accordance with C.R.S. § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the County, the Town or the Authority.

9. MISCELLANEOUS.

9.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

9.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to Douglas County. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

9.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

9.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

9.5 No Third-Party Enforcement. 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 undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties

that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

9.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

9.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

9.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

9.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

9.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

9.12 Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

9.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority and Douglas County are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original

documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

9.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

9.16 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

9.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

9.18 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

9.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-107(9.5).

IN WITNESS WHEREOF, the Authority, and Douglas County have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

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

By: _____ DATE: _____
Abe Laydon, Chair

ATTEST: (seal)

By: _____ DATE: _____
Deputy Clerk to the Board

APPROVED AS TO LEGAL FORM:

By: _____ DATE: _____
Arielle Denis, Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

BY: _____ DATE: _____
Andrew Copland, Finance Director

APPROVED AS TO CONTENT:

BY: _____ DATE: _____
Douglas J. Debord, County Manager

CASTLE ROCK URBAN RENEWAL
AUTHORITY, a body corporate and politic
of the State of Colorado

By: _____
Title: _____

ATTEST: _____

By: _____

Exhibit A
The Property

Legal Description:

PARCEL 1:

LOT 1, CITADEL STATION FILING NO. 2, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 2:

LOT 1, BLOCK 10, CITADEL STATION, FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 3:

A TRACT OF LAND SITUATED IN SECTIONS 10 AND 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 329.60 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 704.21 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 88 DEGREES 03 MINUTES 33 SECONDS A DISTANCE OF 597.47 FEET TO A POINT ON THE WEST LINE OF THE VACATED SANTA FE ADDITION; THENCE SOUTHERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID WEST LINE A DISTANCE OF 726.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 4:

LOT 1, BLOCK 7, CITADEL STATION, FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Dan Avery, Special Projects Manager

DESCRIPTION: Beneficiary Agreement Between Covered Colorado and Douglas County in the Amount of \$150,000.00.

SUMMARY: The request is for approval of a beneficiary agreement between Douglas County and the Covered Colorado in the amount of \$150,000. Covered Colorado is a nonprofit corporation providing services to victims of sex trafficking at its Care and Education Center in Parker as well as in secure residential locations. Funding provided under this agreement will come from accrued interest earned on the County's American Rescue Plan Act (ARPA) funds. Funding will benefit the organization in three primary ways: transportation, security, and operational support. Funds for transportation will be used to acquire a 12-passenger van to transport clients to medical appointments, job training, and counseling sessions. Funds for security will be used for security system upgrades and cameras at the organization's Care and Education Center. Operational support will fund basic client needs, therapy materials, and grant-writing support. Funds will be expended by the beneficiary by December 31, 2026. Covered Colorado will be responsible for submission documentation of expenditures and an annual report at the end of each calendar year describing how the funds were used, number of clients served, and other performance metrics appropriate to demonstrate public benefit.

RECOMMENDED ACTION: Staff recommends approval of the beneficiary agreement.

REVIEW:

Doug DeBord	Approve	4/2/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025

ATTACHMENTS:

2025 DC - Covered Colorado - Beneficiary Agreement

DOUGLAS COUNTY BENEFICIARY AGREEMENT

THIS DOUGLAS COUNTY BENEFICIARY AGREEMENT (the “Agreement”), is made and entered into this ___ day of _____, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”) and **COVERED CORPORATION dba COVERED COLORADO**, a Colorado nonprofit corporation, whose business address is 16965 Pine Lane, Suite 202, Parker, CO, 80134 (the “Beneficiary”). The County and the Beneficiary shall be referred to herein, individually, as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, collectively, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”); and

WHEREAS, ARPA provides resources to respond to the COVID-19 public health emergency, its economic impacts, and to rebuild a stronger, more equitable economy as the country recovers; and

WHEREAS, the County received an allocation of SLFRF from the United States Department of the Treasury (the “Treasury”) to support recovery efforts including the ability to provide funding to subrecipients and beneficiaries to spend on eligible expenditures under ARPA; and

WHEREAS, Douglas County has also accrued interest on its ARPA allocation that is not subject to program restrictions; and

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to the Beneficiary, and the Beneficiary wishes to receive from the County, accrued interest earned on the County’s SLFRF Funds for disbursement through a grant for the benefit of the public.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows,

1. Amount of Grant. The County shall provide accrued interest earned on SLFRF funds to the Beneficiary in total amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** (the “Grant Funds”). The County shall disburse the Grant Funds as described in Exhibit A, attached hereto and incorporated herein. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.

The Beneficiary agrees that it shall return any of the Grant Funds that are unused or refunded to the County by the date specified in Section 2 below. No provision of the Grant Funds by the County shall be construed to operate as a waiver of the Beneficiary’s obligation to comply with this Agreement and any other laws, regulations or rules; nor shall any such provision operate as a waiver or estoppel of the Beneficiary’s obligation to return/repay any of the Grant Funds

distributed to the Beneficiary that are subsequently found to not have been used or reimbursed for eligible expenses or the use of which was found to be in violation of this Agreement or otherwise unlawful.

2. Use of the Grant Funds. The Beneficiary hereby certifies that it or its affiliate shall use of the Grant Funds for Eligible Expenses only and shall return any unexpended of the Grant Funds to the County by December 31, 2026, except where a subsequent date is approved in writing by the County. Uses of the Grant Funds are limited to those described in Exhibit B, attached hereto and incorporated herein. Sub-award of any of the Grant Funds is not allowed without the written approval of the County.

3. Accounting. The Beneficiary agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Beneficiary also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with this Agreement, and all other applicable statutory and regulatory accounting requirements. The Beneficiary shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the Grant Funds.

4. Audit; Records of Expenditures. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Beneficiary which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. The Beneficiary shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Beneficiary's performance for a minimum period of five (5) years from December 31, 2026, or the date of the last expenditure of the Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with this Agreement. Should the Beneficiary fall out of compliance with the requirements of this section, the County shall notify the Beneficiary in writing of their non-compliance and the Beneficiary shall have thirty (30) days to meet compliance requirements. If the Beneficiary fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein following the opportunity to cure, it shall be required to return the Grant Funds or any portion thereof upon the written request of the County.

The Beneficiary agrees to cooperate with the County fully and completely in any audit of the Grant Funds provided to the Beneficiary pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Beneficiary's expenditure of the Grant Funds, the Beneficiary agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Beneficiary is alleged to have mis-used or failed to properly account for the Grant Funds.

5. Reporting. The source of Funds for this Agreement is accrued interest earned on SLFRF funds, not subject to SLFRF program restrictions. As such, the County considers the recipient of these funds a beneficiary rather than an SLFRF Subrecipient. Beneficiaries are not subject to the reporting requirements placed on subrecipients in Federal Uniform Guidance. However, the Beneficiary shall timely provide to the County such information or documents as may be required by Exhibit A or elsewhere in this Agreement, or by applicable federal or state laws, regulations and guidelines.

6. Non-Eligible Use of the Grant Funds. Any item of expenditure by the Beneficiary under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County or the County's external auditor to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Beneficiary, shall become the Beneficiary's liability, to be paid by the Beneficiary from funds other than those provided by the County under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

7. Disputes; Release. The Beneficiary acknowledges that the County's decisions concerning any advancement of the Grant Funds, or reimbursement of any submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. The Beneficiary hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of the Grant Funds or to obtain damages for the County's failure to advance or pay the Grant Funds and/or expenses or to seek any other relief that is inconsistent with this section of the Agreement.

8. Notice. Notices concerning this Agreement shall be made in writing as follows:

by the Beneficiary to:

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

and by the County to:

Covered Colorado
Attn: Johanna Spille, Executive Director
16965 Pine Lane, Suite 202
Parker, CO 80134
Email: johanna@coveredcolorado.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Parties. 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.

9. General Terms

A. **Beneficiary Representation.** The Beneficiary hereby certifies that it or its affiliates have the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent, and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights

of any nature whatsoever, or violate any federal, state and/or municipal laws.

B. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The venue for any lawsuit concerning this agreement shall be in the District Court for Douglas County, Colorado.

C. Assignment. The Beneficiary may not assign any of its rights or obligations hereunder to a third-party non-affiliate without the prior written consent of the County.

D. No Joint Venture; Independent Contractor. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Parties. The Beneficiary, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. The Beneficiary and its agents, employees, contractors, or subcontractors are not subject to the terms and provisions of the County's personnel policies handbook and shall not be considered a County employee for workers' compensation or any other purpose. The Beneficiary, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Beneficiary to provide services for the use of Grant Funds under this Agreement shall be and remain at all times employees of the Beneficiary for all purposes. The County shall never be liable or responsible for any debt, obligation, or liability of the Beneficiary.

E. Authorization. By signing on behalf of the Beneficiary below, the undersigned represents that the undersigned is authorized to enter into this Agreement on behalf of the Beneficiary and can attest to and is knowledgeable of the matters stated and certified therein.

F. Entire Agreement; Modifications. This instrument shall constitute the entire agreement between the Parties and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. This Agreement may not be amended or modified except through a writing signed by the Parties.

G. No Waiver. No provision or terms of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

H. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

I. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that anticipate continued performance, compliance or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

J. Insurance. The Beneficiary shall procure and maintain insurance coverages during the term of this Agreement to cover all liability, claims, demands, and other obligations

assumed by the Beneficiary in amounts not less than as follows: 1) Workers' Compensation: statutory limits 2) General Liability Insurance or self-insurance for claims of bodily injury, property damage and personal injury liability subject to the Colorado Governmental Immunity Act.

The Beneficiary shall satisfy the above insurance requirements with insurance in accordance with the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and the Colorado Risk Management Act, C. R.S. §24-30-1501, et seq. The Beneficiary's coverages above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Beneficiary shall be solely responsible for any deductible losses under any policy required above. The Beneficiary shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

K. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Beneficiary 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 willful misconduct or professional negligence on the part of the County or its commissioners, officials, officers, directors, agents and employees ("County Representatives"), the Beneficiary shall defend, indemnify and hold harmless the County Representatives 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 out of the Beneficiary's use of the Grant Funds or while this Agreement is in effect; provided, however, that the Beneficiary need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence or willful misconduct of the County Representatives. This provision shall survive the expiration or termination of this Agreement for two (2) years following the date on which this Agreement is terminated or, if later, the date on which the Beneficiary disburses or returns the balance of the Grant Funds.

L. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

IN WITNESS WHEREOF, the County and the Beneficiary have executed this Agreement as of the date(s) set forth below.

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

By: _____ DATE: _____
_____, Chair

ATTEST: (seal)

By: _____ DATE: _____
Deputy Clerk to the Board

APPROVED AS TO LEGAL FORM:

By: _____ DATE: _____
_____, Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

BY: _____ DATE: _____
Andrew Copland, Finance Director

APPROVED AS TO CONTENT:

BY: _____ DATE: _____
Douglas J. Debord, County Manager

COVERED COLORADO

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
Disbursement of Grant Funds/Reporting

1. Prerequisite to Receiving Funds. Prior to disbursement of funds the Beneficiary shall provide information and/or complete any forms as required by the County to ensure proper disbursement of fund.

2. Disbursement of Funds. The County shall disburse the Grant Funds directly to the Beneficiary via check or ACH upon execution of this Agreement and receipt of any required forms. The County shall make a payment under this Agreement upon the Beneficiary submitting an invoice for the funds.

3. Reporting Requirements. The Beneficiary shall timely provide to the County such financial, performance, and compliance reporting and/or records, in such form, as may be requested by the County, including, but not be limited to, the following:

a. An annual report at the end of each calendar year describing how the funds were used, number of clients/individuals/beneficiaries served, and other performance metrics appropriate to demonstrate public benefit.

b. Documentation of the Grant Funds used to date to include a description of the expenditure, date of the expenditure, amount, vendor/payee, and typical supporting information for the expense such as contracts, invoices, vouchers, receipts, payroll records, or other official documentation and a certification that the expenses were in compliance with the requirements of this Agreement.

EXHIBIT B
Use of Grant Funds

1. Use of the Grant Funds. The Beneficiary shall use the Grant Funds as follows:

a. 12 Passenger Van - 12-Passenger Van Reliable transportation is a vital component in ensuring that survivors can access essential services such as medical appointments, legal meetings, job training, and counseling sessions. A 12-passenger van will provide a safe and dependable means of transport for our clients, eliminating barriers that may prevent them from engaging in critical support programs. Total for 12 Passenger Van \$20,000-\$40,000.

b. Safety and Security - The safety of our clients, staff, and facilities is a top priority. To enhance security at our Care and Education Center, we will invest in additional security measures, including upgraded surveillance cameras and a secure entry door system.

- Security System Upgrades: \$3,500
 - Safety and Security Gear (AED unit, emergency response supplies, UA supplies): \$2,500
 - Security Door and Cameras \$30,000
- Total for Safety and Security: \$36,000

c. Program Expansion: Care and Education Center (Parker Colorado) - Our Care and Education Center serves as a hub for both clients and the broader community, supporting 120 to 150 individuals annually. Through counseling, job readiness training, case management, and community-building activities, this center empowers clients to develop the skills and confidence needed to achieve long-term success. Funding will be used to expand the center's services, improve facilities, and enhance program offerings to meet the growing demand for trauma-informed care.

- Client Basic Needs (Food, Clothing, Hygiene items) \$17,000
 - Client Activities and Special Events \$3,000
 - Client Education and Career \$12,000
 - Client Therapy Intensives, and Materials \$10,000
 - Equine Therapy \$5,000
 - Client Transportation to Individual Appointments \$4,000
 - Staff Training and Development \$11,000
 - Grant Writing Services for program expenses \$12,000
- Total for Care and Education Center: \$74,000

Total Budget Request: \$150,000 (includes 12 passenger van, safety and security, and care and education center).

2. Period of Performance

The Beneficiary shall fully expend Grant Funds by December 31, 2026, unless otherwise extended in writing by the County.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Jeff Garcia, County Attorney

DESCRIPTION: Following the Recommendation of Assessor's Office to Settle BAA Appeal.

SUMMARY: The Assessor's Office has requested a reduction in value for the following property. The values of the subject property has been appealed from the Board of County Commissioners ("BOCC") sitting as the Douglas County Board of Equalization ("BOE") to the State Board of Assessment Appeals ("BAA"). This case may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulation with the taxpayer. The information in this memo is a summary of the settlement justification offered by the Assessor's Office.

RECOMMENDED ACTION: Approval of the Settlement Agreement as Recommended by the Assessor's Office and to Authorize the Douglas County Attorney's Office to Sign the Proposed Stipulation.

REVIEW:

Jeff Garcia	Escalated	4/3/2025
Amy Williams	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Board Memo 4.8.25

COUNTY ATTORNEY'S OFFICE



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

APPROVED BY: ANDREW C. STEERS,
DEPUTY COUNTY ATTORNEY

DATE: April 8, 2025

RE: PROPOSED SETTLEMENT AGREEMENTS

The Assessor's Office has requested a reduction in value for the following properties. The values of the subject properties have been appealed from the Board of County Commissioners ("BOCC") sitting as the Douglas County Board of Equalization ("BOE") to the State Board of Assessment Appeals ("BAA"). These cases may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulations with the taxpayer. The information in this memo is a summary of the settlement justifications offered by the Assessor's Office.

IHG PROPERTIES TRUST v. Douglas County BOE,
BAA Docket No. 2024BAA2488

BOE Decision: October 29, 2024

BOE Action: Petition denied

Current Status: Protest Tax Year 2024; Scheduled at BAA

Property Profile: Address: 7820 Park Meadows Drive, Lone Tree 80124

Type: Hotel

The subject property is a 3-story Sonesta Suites hotel located along Park Meadows Drive in Lone Tree. The subject consists of 115 rooms and was built in 2000. The upscale hotel is located on a 3.688-acre lot. For the BAA analysis, the appeals appraiser re-examined the Sales Comparison and Income Approaches to value taking into consideration that while occupancy and revenue were improving, they had not yet returned to the stabilized levels the hotel exhibited prior to the

pandemic by the end of the study period. Analysis via both approaches supported an adjustment, but the greatest weight was given to the Income Approach which is the typical valuation method in the marketplace. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2024 value from \$8,910,000 to \$8,280,000.

In addition, the agent also provided state sales tax reports for Tax Year 2024 that indicated that 57% of the hotel's stays were long-term and a larger portion of the value should be allocated to the residential assessment rate (versus the 27% residential classification assumption in the Assessor's system) Based upon discussions with the owner's agent, a stipulation was accepted to change the Tax Year 2024 value classification to 57% residential and 43% commercial thereby lowering the actual taxes due. This adjustment accounts for the majority of the tax refund related to this appeal.

GSR PYRAMID & MWH CHIMNEY PYRAMID LLC & GMD PYRAMID LLC ET AL v. Douglas County BOE, BAA Docket No. 2023BAA2464

BOE Decision: November 1, 2023

BOE Action: Petition denied

Current Status: Protest Tax Year 2023; Scheduled at BAA

Property Profile: Address: 9777 Pyramid Court, Englewood, CO 80112

Type: Office Building

The subject property is a 3-story, Class B, multi-tenant office building located in the Meridian Office Park and built in 1996. The 126,540 SF building is situated on an 8.37-acre lot at the corner of Pyramid Court and Meridian Boulevard near the south boundary of the business park. Petitioner provided rent rolls and income & expense statements for the TY 2023 study period. For the BAA analysis, the appeals appraiser re-examined the sales comparison and income approaches as well as the actual performance of the property during the study period. Recovering from historically high vacancy, actual performance was significantly affected by offsets for bad debt and lease-up concessions in 2021. Further, the property sold post-study period in June 2023 for \$9,997,300. Continued risk of tenant rollover through the end of the study period increased the financial risk associated with the fee simple valuation above levels assumed in the mass appraisal model thus adjustment of the comparison sales and income assumptions were impacted. The results of both approaches support a reduction in value. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2023 value from \$13,919,400 to \$12,100,000. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from the final settlement refund amount.

PROVIDENCE PARTNERS LLC v. Douglas County BOE,
BAA Docket No. 2024BAA2478

BOE Decision: October 29, 2024

BOE Action: Petition denied

Current Status: Protest Tax Year 2024; Scheduled at BAA

Property Profile: Address: 9777 Pyramid Court, Englewood, CO 80112

Type: Office Building

The subject property is a 3-story, Class B, multi-tenant office building located in the Meridian Office Park and built in 1996. The 126,540 SF building is situated on an 8.37-acre lot at the corner of Pyramid Court and Meridian Boulevard near the south boundary of the business park. Petitioner provided rent rolls and income & expense statements for the TY 2023 study period. For the BAA analysis, the appeals appraiser re-examined the sales comparison and income approaches as well as the actual performance of the property during the study period. Recovering from historically high vacancy, actual performance was significantly affected by offsets for bad debt and lease-up concessions in 2021. Further, the property sold post-study period in June 2023 for \$9,997,300. Continued risk of tenant rollover through the end of the study period increased the financial risk associated with the fee simple valuation above levels assumed in the mass appraisal model thus adjustment of the comparison sales and income assumptions were impacted. The results of both approaches support a reduction in value. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2024 value from \$13,919,400 to \$12,100,000.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Steve Shoultz, CPRE, Assistant Director of Parks, Trails & Building Grounds

DESCRIPTION: Fee Waiver Request in the Amount of \$250.00 for Fishing Event and Parking at Rueter-Hess Reservoir on April 19, 2025.

SUMMARY: The request is for a fee waiver in the amount of \$250 from Journey Church for the parking fees at Rueter-Hess Reservoir for their Fishing Event on April 19, 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 use fee of \$250 for Journey Church.

REVIEW:

Terence T Quinn - FYI	Notified - FYI	4/2/2025
Steve Shoultz	Approve	4/2/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/3/2025
Doug DeBord	Approve	4/3/2025
Samantha Hutchison - FYI	Notified - FYI	4/3/2025

ATTACHMENTS:

Staff Report - Fee Waiver Journey Fishing Event

Fee Waiver Staff Report

Date: April 8, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Terence T. Quinn, AICP, Director of Community Development *TQ*
CC: Steven Shoultz, CPRP, Assistant Director of Parks, Trails and Building Grounds
Subject: **Fee Waiver Request in the amount of \$250 for Fishing Event and Parking at Rueter-Hess Reservoir on April 19, 2025**

OWNER:
 DOUGLAS COUNTY
 100 THIRD STREET
 CASTLE ROCK, CO 80104

REPRESENTATIVE:
 CHARLIE PARAISO
 JOURNEY CHURCH
 7077 GALAXY CT
 CASTLE ROCK, CO 80108

Board of County Commissioners Meeting: April 22, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

Journey Church requests a fee waiver in the amount of \$250 for the parking fees at Rueter-Hess Reservoir for their Fishing Event on April 19, 2025.

II. BACKGROUND

Journey Church is a 501(c)(3) faith based non-profit organization in Castle Rock. They are looking to have a team building event with a small group of adult men and youth.

III. REQUEST

Journey Church requests the parking fees be waived in the amount of \$250.

IV. 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 use fee of \$250 for Journey Church.

ATTACHMENTS

	PAGE
Special Event Online Submission	3
Rueter-Hess Invoice for Parking	5

From: ["wordpress-admin@webolutions.com"](mailto:wordpress-admin@webolutions.com)
To: [Celeste Deal](#)
Subject: New submission from Rueter-Hess Special Use Application
Date: Tuesday, April 1, 2025 4:56:07 PM

Name
Charlie Paraiso
Email
charlierop@gmail.com
Phone
3039297034
Organization Name
Journey Church
Type of Organization
Non-profit
Address
7077 Galaxy Ct Castle Rock, CO 80108 Map It
Event name
Journey Church Fishing Event
Event Start Date
04/19/2025
Event End Date
04/19/2025
Event Start time
07:00 am
Event End time
03:00 pm
Event location
Rueter-Hess Reservoir
Please tell us about your event. Be as specific as possible.
Hi. The Journey Church based in Castle Rock would like to hold an event at the reservoir for their fly fishing group of approximately 25 anglers. We would plan to cook out and have a few canopies for shade. Journey's tax exempt certificate is on file with the county. Thanks!
Expected number of attendees:
25

Access to public:

Free access



Invoice

Bill To: Charlie Paraiso, Journey Church	Invoice #: DC-001025
Address: 7077 Galaxy Ct Castle Rock, CO 80108 USA	Invoice Date: 4/2/2025
C/O:	Invoice Due: 4/19/2025
	Online Payment Validation: 3AD5

For: Rueter-Hess Recreation (Open to Shoreline Fishing): Journey Church Charlie Paraiso
Event: 3032: Rueter-Hess Recreation (Open to Shoreline Fishing)

Wednesday, April 02, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Attendee Reg	Charlie Paraiso, Journey Church: Fishing Access - Adult	25	\$0.00	\$0.00	\$0.00	\$0.00
Attendee Reg	Charlie Paraiso, Journey Church: Fishing Access - Youth	25	\$0.00	\$0.00	\$0.00	\$0.00
Attendee Reg	Charlie Paraiso, Journey Church: Rueter-Hess Vehicle Access	25	\$10.00	\$250.00	\$0.00	\$250.00
				Total Amount:		\$250.00
				Invoice Total:		\$250.00
				Amount Due:		\$250.00

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Jennifer D'Ambrosio

DESCRIPTION: Grant Agreement for Vehicle Purchase Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$180,000.00.

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-passengerbus, 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.

RECOMMENDED ACTION: Staff recommends approval of the Grant Agreement for vehicle purchase between Douglas County and CRSAC.

REVIEW:

Jennifer Eby	Approve	3/28/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025
Jennifer Eby - FYI	Notified - FYI	4/4/2025

ATTACHMENTS:

CRSAC OAI Vehicle Grant Agreement Staff Report

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.

<u>ATTACHMENTS</u>	<u>PAGE</u>
Grant Agreement.....	2

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. <p>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:</p> <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:	
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

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: _____

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Cristy Cobb, Benefits Manager

DESCRIPTION: 2025 Amendment to Public Contract for Services with United Healthcare Services Inc. in the Amount of \$25,670,000.00.

SUMMARY: The attached annual amount represents the 2025 agreement for claims administration of the employee Health Insurance programs.

RECOMMENDED ACTION: Approval and signature of the Amendment to Public Contract for Services with United Healthcare Services Inc. for \$25,670,000.00.

REVIEW:

Laura Leary	Approve	3/31/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

UHC Amendment 2025 - Final

SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS SECOND AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES (the "SECOND" Amendment") is made and entered into this **1 day** of January 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** on behalf of Douglas County Government (CO)(the "County" or "Customer"), and UNITED HEALTHCARE SERVICES, INC. ("United").

WHEREAS, the County and United entered into a certain Public Contract for Services dated 1/1/2024 (the "Agreement"); and

WHEREAS, the County and United originally agreed to a Maximum Agreement Expenditure for services in the amount of TWENTY FOUR MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND (\$24,277,000.00 for fiscal year 2024; and

WHEREAS, the County and United hereby desire to further extend the term of the Agreement and amend the Maximum Agreement Expenditure by an additional TWENTY FIVE, MILLION SIX HUNDRED SEVENTY THOUSAND (\$25,670,000.00) for fiscal year 2025; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. MAXIMUM AGREEMENT EXPENDITURE: Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Agreement is FORTY NINE MILLION NINE HUNDRED FORTY SEVEN THOUSAND (\$49,947,000). The amount of funds appropriated for this SECOND Amendment is TWENTY FIVE, MILLION SIX HUNDRED SEVENTY THOUSAND (\$25,670,000.00) for fiscal year 2025. 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 United. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on **January 1, 2025 ("Effective Date")** and terminate at 12:00 a.m. on **December 31, 2025**. This Agreement 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.

3. Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein. The remainder of the Agreement shall remain in full force and effect.

The Administrative Services Agreement is amended on the Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Exhibit D– Fees

These are the Fees the County agrees to pay to United in exchange for the Services, subject to the maximum identified in Section 11.15 of the Agreement.

Medical Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2026, unless otherwise specified.

PEPM means Per Employee Per Month

Final Claims Fiduciary: United

ASO MEDICAL FEES

Fees assume an Average Contract Size of 2.49

ASO Fees (PEPM)	Current	Year 1	Year 2
Plan Year	01/01/2024 through 12/31/2024	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026
POS	\$36.85	\$36.85	\$36.85
CDP	\$38.85	\$38.85	\$38.85
Rx Rebate Credit		-\$22.53	-\$22.53
Credits			
Administrative Credit (General Purpose)	\$175,000	\$175,000	\$175,000
Audit Credit	\$50,000	\$50,000	\$50,000
Implementation Credit	\$152,500	N/A	N/A

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current	Year 1	Year 2
	1/1/2024 through 12/31/2024	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026
Disease Management Programs:	-	-	-
Congestive Heart Failure (VOM)	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support
Chronic Obstructive Pulmonary Disease (VOM)			
Coronary Artery Disease (VOM)			
Diabetes Program (VOM)			

Asthma Program (VOM)			
Medical Management Programs			
Core Medical Necessity	Included	Included	Included
Physical Health Solutions:			
Chiropractic Network	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included
Other Programs/Services:			
Behavioral Health Solutions	Included	Included	Included
Claim Fiduciary	Included	Included	Included
Service Account Manager	Included	Included	Included
Dedicated Toll Free Phone Number	Included	Included	Included
High Performance Network	Included	Included	Included
UHC Rewards	Included	Included	Included
Onshore Restrictions	Included	Included	Included
UHC Hub Vendors:			
Fees for the following will be collected through the Bank Account			
Hinge Health Acute	\$250 Per Case	\$250 Per Case	\$250 Per Case
Hinge Health Chronic	\$995 Per Case	\$995 Per Case	\$995 Per Case
Hinge Health Surgery	\$995 Per Case	\$995 Per Case	\$995 Per Case

The following are not included in the above ASO Fees:

Additional Services	Fee
Naviguard	25.00% of savings
Transplant Resource Services Transplant Cost Negotiation Program	\$8,333 per negotiation
Payment Integrity (Fees collected through Bank Account):	
Enhanced Abuse and Fraud Management Program	22% of recoveries
Advanced Analytics and Recovery Services (AARS)	24% of recoveries
Credit Balance Recovery Program	not to exceed 10% of recoveries
Hospital Bill Audit Program	not to exceed 22% of savings
Subrogation Services	33.3% of recoveries
Injury Coordination Coverage	33.3% of recoveries
Focused Claim Review	22% of savings

**The fee per individual claim for Navigard will not exceed \$15,000.00 per claim.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at \$500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more. Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues, and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquiries end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution—www.employereservices.com
- UnitedHealthcare Behavioral Health Solutions

Personal Health Support: Personal Health Support is a clinical solution designed to help enhance member engagement, increase medical cost savings, and improve health outcomes, providing the full spectrum of clinical services in a condition-agnostic way. The solution:

- Provides personalized health improvement support across the full spectrum of care including complex and chronic condition case management
- Intelligently calibrates the level of support provided across condition by assigning estimated monetary savings to members' holistic health improvement needs
- Connects with members on an emotional level to influence desire for behavior change and interaction with resources via inbound/outbound, multi-modal
- Calibrated to client specific budget and intervention priorities to maximize the return on investment
- The Value Opportunity Methodology (VOM) is an analytic model that maximizes savings by combining economic value and the likelihood to engage to produce an expected realized economic value. Members with higher VOM (who represent the highest opportunities for better outcomes, savings, and likelihood to engage) are prioritized for phone outreach.
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population—though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging.
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required, to enable us to administer claim payments.

Pricing Assumptions

- * The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- * The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- * The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.

* UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 1316
 - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.49
 - The benefits or service requirements requested and/or quoted change prior to or after the effective date
 - In the event of any changes in federal, state, or other applicable legislation or regulation that requires changes to this quotation.
 - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
 - In the event that any taxes, surcharges, assessments, or similar changes are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
 - As otherwise permitted in our Administrative Services Agreement.
- Our mature quotation includes the processing of runout claims for 12 months following the termination of our contract.
 - If pharmacy benefits are carved out, the ASO fees quoted above may be revised.
 - Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments.

In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for DOUGLAS COUNTY GOVERNMENT (CO) and our other ASO customers result in significant reductions to the rebate level.
- DOUGLAS COUNTY GOVERNMENT (CO) will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility
- United will provide a Audit Credit, Administrative Credit (General Purpose) to help DOUGLAS COUNTY GOVERNMENT (CO) mitigate costs associated with Audit, administration of the plan

These credits are available as follows:

- The parties must have an executed Agreement.
- DOUGLAS COUNTY GOVERNMENT (CO)'s enrollment with United must always exceed 1184 Employees.
- Credits must be used between 01/01/2025 and 01/01/2026. Any Credits not used during this time period are forfeit.
- Upon request from DOUGLAS COUNTY GOVERNMENT (CO), a credit will be issued in United's fee billing system, or via check.
- Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
- If DOUGLAS COUNTY GOVERNMENT (CO) terminates the Agreement prior to 12/31/2026, DOUGLAS COUNTY GOVERNMENT (CO) will repay United a prorated portion of the amount of admin and audit credit that has been paid as of the termination date. All unpaid admin and audit credits are forfeit.
- If enrollment with United falls below the enrollment threshold, DOUGLAS COUNTY GOVERNMENT (CO) will repay United an amount proportional to the enrollment reduction based on the amount of the admin or audit credit paid at the time enrollment falls below the threshold.
- The amount of the credit not yet paid is reduced proportional to the enrollment reduction.

A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service.

Customer acknowledges that UHC Hub products and services are offered and provided by third party vendors that are not affiliated with United. Customer agrees that United is not responsible or liable in any way for performance or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required taxes. A third party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Fees for the programs are listed above.
Advanced Analytics and Recovery <ul style="list-style-type: none"> • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") <ul style="list-style-type: none"> • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: <ol style="list-style-type: none"> 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.
Credit Balance Recovery <ul style="list-style-type: none"> • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review <ul style="list-style-type: none"> • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit <ul style="list-style-type: none"> • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination <ul style="list-style-type: none"> • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.
Naviguard Program <ul style="list-style-type: none"> • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.

Service Description
<ul style="list-style-type: none"> For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
Hinge. Participants will have access to a virtual musculoskeletal (MSK) exercise therapy program. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.

Exhibit E – Guarantees

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2025 through December 31, 2025 (each twelve-month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days	
	12 business days	
	13 business days	
	14 business days	
	15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	

Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	1.80%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%

Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$3,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$1,550
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10-point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$1,550
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

Effective January 1, 2025 through December 31, 2026:

Pharmacy Financials	
Definition	Pharmacy rate guarantees.

Measurement and Criteria	01/01/20	01/01/2026	
	25		
	Combined Discount Guarantee - Broad Network		
	Retail Brand, Average Wholesale Price (AWP) less	19.10%	19.20%
	Retail Brand -- 90 Day Supply, AWP less	20.00%	20.00%
	Retail Generic - 30 and 90 Day Supply, AWP less	84.10%	84.20%
	Mail Order Brand, AWP less	25.10%	25.20%
	Mail Order Generic, AWP less	86.10%	86.20%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees - Broad Network		
	Retail Brand - 30 Day	\$0.60	\$0.60
	Retail Brand -- 90 Day Supply	\$0.30	\$0.30
	Retail Generic - 30 Day	\$0.60	\$0.60
	Retail Generic -- 90 Day Supply	\$0.30	\$0.30
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fixed Rebate Guarantee (Essential PDL)		
	Basis, per script	Brand	Brand
	Retail - 30 Day	\$233.75	\$276.95
	Retail - 90 Day Supply	\$657.77	\$791.09
	Mail Order	\$722.51	\$878.07
	Specialty	\$2,772.75	\$3,323.15
	Credits and Allowances		
	Administrative Fee Credit (PEPM)	\$22.53	\$22.53
	Fees		
	Prior Authorizations (per review)	\$50.00	\$50.00
	Direct Member Reimbursement (per paper claim)	\$2.50	\$2.50
	Variable Copay program (monthly, per eligible member)	\$0.45	\$0.45
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount Discounts	--	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.	
Payment Amount Dispensing Fees	--	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.	
Payment Amount Rebates	--	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.	
Conditions	Discount & Dispense Fee Specific Conditions <ul style="list-style-type: none"> Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. Does not apply to items covered under the Plan for which no AWP measure exists. 		

- Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.
- The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.
- The Arrangement excludes usual & customary claims, vaccines, long term care facility claims.
- The Arrangement includes veterans' affairs facility claims, over-the-counter claims.
- The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.
- The Mail Order guarantee includes drugs dispensed for 46 days or greater; claims with less than 46 days supply are reconciled at retail.
- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.
- Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

Rebate Specific Conditions

- Assumes implementation of United's Essential PDL.
- Rebate guarantees are contingent upon Customer's adoption, without deviation, of United's PDL and PDL exclusions, as well as any changes United makes to its PDL and PDL exclusions; and the implementation of the step therapies required by United, as well as any changes United makes to its utilization management programs. Notwithstanding the above, the Parties may agree to deviations from the list without impacting rebate guarantees.
- Calculation of the guaranteed rebate amount will exclude ineligible claims including:
 - claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
 - claims approved by formulary exception
 - claims not covered by Customer's benefit design or PDL
 - claims receiving 340B pricing
 - long term care pharmacy claims
 - federal government pharmacy claims
 - claims for non-FDA approved products
 - compound drug claims
 - direct member reimbursement claims
- Over-the-counter and repackaged drugs are excluded from the claim counts; Insulins are not excluded.
- Devices are excluded from the claim counts; Test Strips are not excluded.
- Vaccines are excluded from the claim counts.
- Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

- The Rebate guarantees and any Administrative Fee Credits funded by retained Rebates set forth herein do not incorporate the impact of the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021. United reserves the right to modify or eliminate any Rebate guarantees and Administrative Fee Credits once it has been able to determine that impact and the resulting changes to Rebates received from pharmaceutical manufacturers.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Manufacturer Administrative Fees are the administrative fees paid by drug manufacturers to United's PBM affiliate as consideration for maintaining systems and processes necessary for managing and administering Rebate programs. Manufacturer Administrative Fees are not included in the guaranteed rebate arrangement.

Credits and Allowances

- Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2025 through 12/31/2026 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 1,319 Employees and 3,285 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.
- United's Price Edge program applies

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term. In no way does this effect rebate payment earned by the customer through the end of this agreement, whether terminated by the customer or United.

<p>TRRX (05/2024)</p>	<ul style="list-style-type: none"> • In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement. <p>Brand / Generic Reconciliation Definition</p> <ul style="list-style-type: none"> • Brand Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: <ul style="list-style-type: none"> - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • Generic Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: <ul style="list-style-type: none"> - Medi-Span Multi-Source Code ("MSC") is equal to Y.
---------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Effective January 1, 2025 through December 31, 2026:

Specialty Pharmacy				
Specialty Pharmacy Discount Guarantee				
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.			
Measurement	Listed	01/01/2024	01/01/2025	01/01/2026
	All Include LDD	20.00%	20.00%	20.00%
	Unlisted	01/01/2024	01/01/2025	01/01/2026
	All Include LDD	14.00%	14.00%	14.00%
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of listed specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target to determine the overall discount target dollars. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate unlisted discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.			
Level	Customer Specific			
Period	Annual			
Payment Period	Annual			
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic			

prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.

- Specialty drugs dispensed outside United's specialty Pharmacy Network and drugs for which no AWP measure exists are excluded.
- Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).
- Limited Distribution (LDD) status is subject to change based on manufacturer decision.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- United reserves the right to revise or revoke this guarantee if:
 - a) material changes in federal, state or other applicable law or regulation require modifications;
 - b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee;
 - c) Customer makes benefit changes that impact the guarantee;
 - d) there is a material industry change in pricing methodologies resulting in a new source or benchmark;
 - e) if actual specialty utilization is not substantially similar to that in the experience period data on which our quote is based.
- On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Included/Excluded From Guarantee	Specialty Drug Category	Drug Name	LDD Indicator	Included/Excluded From Guarantee
ANEMIA	ARANESP	No	Included	INFLAMMATORY CONDITIONS	COSENTY X	No	Included
ANEMIA	EPOGEN	No	Included	INFLAMMATORY CONDITIONS	DUPIXENT	No	Included
ANEMIA	PROCRIT	No	Included	INFLAMMATORY CONDITIONS	EMFLAZA	Yes	Included
ANEMIA	RETACRIT	No	Included	INFLAMMATORY CONDITIONS	ENBREL	No	Included
ANTICONVULSANT	DIACOMIT	Yes	Included	INFLAMMATORY CONDITIONS	HUMIRA	No	Included
ANTICONVULSANT	EPIDIOLEX	Yes	Included	INFLAMMATORY CONDITIONS	ILUMYA	No	Included
ANTICONVULSANT	FINTEPLA	Yes	Included	INFLAMMATORY CONDITIONS	KEVZARA	No	Included
ANTICONVULSANT	ZTALMY	Yes	Included	INFLAMMATORY CONDITIONS	KINERET	Yes	Included
ANTIHYPERTENSIVE	JUXTAPID	Yes	Included	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	Included
ANTI-INFECTIVE	ARIKAYCE	Yes	Included	INFLAMMATORY CONDITIONS	OPZELURA	No	Included
ANTI-INFECTIVE	DARAPRIM	Yes	Included	INFLAMMATORY CONDITIONS	ORENCIA	No	Included
ANTI-INFECTIVE	PYRIMETHAMINE	No	Included	INFLAMMATORY CONDITIONS	OTEZLA	No	Included
ANTIVIRAL	LIVTENCITY	Yes	Included	INFLAMMATORY CONDITIONS	RIDAURA	No	Included
ASTHMA	FASENRA	Yes	Included	INFLAMMATORY CONDITIONS	RINVOQ	No	Included

ASTHMA	NUCALA	Yes	Included	INFLAMMATORY CONDITIONS	SILIQ	Yes	Included
ASTHMA	XOLAIR	Yes	Included	INFLAMMATORY CONDITIONS	SIMPONI	No	Included
CARDIOVASCULAR	CAMZYOS	Yes	Included	INFLAMMATORY CONDITIONS	SKYRIZI	No	Included
CARDIOVASCULAR	DROXIDOPA	Yes	Included	INFLAMMATORY CONDITIONS	SOTYKTU	No	Included
CARDIOVASCULAR	NORTHERA	Yes	Included	INFLAMMATORY CONDITIONS	STELARA	No	Included
CARDIOVASCULAR	VYNDAMAX	Yes	Included	INFLAMMATORY CONDITIONS	TALTZ	No	Included
CARDIOVASCULAR	VYNDAQEL	Yes	Included	INFLAMMATORY CONDITIONS	TREMFYA	No	Included
CNS AGENTS	AUSTEDO	No	Included	INFLAMMATORY CONDITIONS	XELJANZ	No	Included
CNS AGENTS	ENSPRYNG	Yes	Included	INFLAMMATORY CONDITIONS	XELJANZ XR	No	Included
CNS AGENTS	EXSERVAN	Yes	Included	IRON OVERLOAD	DEFERASIROX	Yes	Included
CNS AGENTS	FIRDAPSE	Yes	Included	IRON OVERLOAD	DEFERIPRONE	Yes	Included
CNS AGENTS	HETLIOZ	Yes	Included	IRON OVERLOAD	EXJADE	Yes	Included
CNS AGENTS	INGREZZA	Yes	Included	IRON OVERLOAD	FERRIPROX	Yes	Included
CNS AGENTS	RADICAVA	Yes	Included	IRON OVERLOAD	JADENU	No	Included
CNS AGENTS	RELYVRIO	Yes	Included	KIDNEY DISEASE	TARPEYO	Yes	Included
CNS AGENTS	RILUTEK	No	Included	LIVER DISEASE	OCALIVA	Yes	Included
CNS AGENTS	RILUZOLE	No	Included	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	Included
CNS AGENTS	RUZURGI	Yes	Included	MOOD DISORDER DRUGS	SPRAVATO	No	Included
CNS AGENTS	SABRIL	Yes	Included	MULTIPLE SCLEROSIS	AMPYRA	Yes	Included
CNS AGENTS	SODIUM OXYBATE	Yes	Included	MULTIPLE SCLEROSIS	AUBAGIO	No	Included
CNS AGENTS	TASIMELTONE	Yes	Included	MULTIPLE SCLEROSIS	AVONEX	No	Included
CNS AGENTS	TETRABENAZINE	No	Included	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	Included
CNS AGENTS	TIGLUTIK	Yes	Included	MULTIPLE SCLEROSIS	BETASERON	No	Included
CNS AGENTS	VIGABATRIN	No	Included	MULTIPLE SCLEROSIS	COPAXONE	No	Included
CNS AGENTS	VIGADRON	Yes	Included	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	Included
CNS AGENTS	XENAZINE	Yes	Included	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	Included
CNS AGENTS	XYREM	Yes	Included	MULTIPLE SCLEROSIS	EXTAVIA	No	Included
CNS AGENTS	XYWAV	Yes	Included	MULTIPLE SCLEROSIS	FINGOLIMOD	No	Included
CYSTIC FIBROSIS	BETHKIS	No	Included	MULTIPLE SCLEROSIS	GILENYA	No	Included
CYSTIC FIBROSIS	BRONCHITOL	Yes	Included	MULTIPLE SCLEROSIS	GLATIRAMER	No	Included

CYSTIC FIBROSIS	CAYSTON	Yes	Included	MULTIPLE SCLEROSIS	GLATOPA	No	Included
CYSTIC FIBROSIS	KALYDECO	Yes	Included	MULTIPLE SCLEROSIS	KESIMPTA	No	Included
CYSTIC FIBROSIS	KITABIS PAK	No	Included	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	Included
CYSTIC FIBROSIS	ORKAMBI	Yes	Included	MULTIPLE SCLEROSIS	MAYZENT	No	Included
CYSTIC FIBROSIS	PULMOZYME	No	Included	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	Included
CYSTIC FIBROSIS	SYMDEKO	Yes	Included	MULTIPLE SCLEROSIS	PONVORY	Yes	Included
CYSTIC FIBROSIS	TOBI	No	Included	MULTIPLE SCLEROSIS	REBIF	No	Included
CYSTIC FIBROSIS	TOBI PODHALER	No	Included	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	Included
CYSTIC FIBROSIS	TOBRAMYCIN	No	Included	MULTIPLE SCLEROSIS	TECFIDERA	Yes	Included
CYSTIC FIBROSIS	TRIKAFTA	Yes	Included	MULTIPLE SCLEROSIS	VUMERITY	Yes	Included
ENDOCRINE	BETAINE	Yes	Included	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	Included
ENDOCRINE	BUPHENYL	No	Included	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	Included
ENDOCRINE	BYNFEZIA	No	Included	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	Included
ENDOCRINE	CARBAGLU	Yes	Included	NARCOLEPSY	WAKIX	Yes	Included
ENDOCRINE	CARGLUMIC	Yes	Included	NEUTROPENIA	FULPHILA	No	Included
ENDOCRINE	CHENODAL	Yes	Included	NEUTROPENIA	GRANIX	No	Included
ENDOCRINE	CLOVIQUE	No	Included	NEUTROPENIA	LEUKINE	No	Included
ENDOCRINE	CORTROPHIN	Yes	Included	NEUTROPENIA	NEULASTA	No	Included
ENDOCRINE	CUPRIMINE	No	Included	NEUTROPENIA	NEUPOGEN	No	Included
ENDOCRINE	CYSTADANE	Yes	Included	NEUTROPENIA	NIVESTYM	No	Included
ENDOCRINE	CYSTADROPS	Yes	Included	NEUTROPENIA	NYVEPRIA	No	Included
ENDOCRINE	CYSTARAN	Yes	Included	NEUTROPENIA	UDENYCA	No	Included
ENDOCRINE	DEPEN TITRATABS	No	Included	NEUTROPENIA	ZARXIO	No	Included
ENDOCRINE	DICHLORPHENAMIDE	Yes	Included	NEUTROPENIA	ZIEXTENZO	No	Included
ENDOCRINE	D-PENAMINE	No	Included	ONCOLOGY - INJECTABLE	ELIGARD	No	Included
ENDOCRINE	EGRIFTA	Yes	Included	ONCOLOGY - INJECTABLE	INTRONA	Yes	Included
ENDOCRINE	FIRMAGON	No	Included	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	Included
ENDOCRINE	GATTEX	Yes	Included	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	Included
ENDOCRINE	H.P. ACTHAR	Yes	Included	ONCOLOGY - ORAL	ABIRATERONE	No	Included
ENDOCRINE	IMCIVREE	Yes	Included	ONCOLOGY - ORAL	AFINITOR	No	Included
ENDOCRINE	ISTURISA	Yes	Included	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	Included
ENDOCRINE	JAVYGTOR	Yes	Included	ONCOLOGY - ORAL	ALECENSA	Yes	Included

ENDOCRINE	JYNARQUE	Yes	Included	ONCOLOGY - ORAL	ALKERAN	No	Included
ENDOCRINE	KEVEYIS	Yes	Included	ONCOLOGY - ORAL	ALUNBRIG	Yes	Included
ENDOCRINE	KORLYM	Yes	Included	ONCOLOGY - ORAL	AYVAKIT	Yes	Included
ENDOCRINE	KUVAN	Yes	Included	ONCOLOGY - ORAL	BALVERS A	Yes	Included
ENDOCRINE	LANREOTIDE	No	Included	ONCOLOGY - ORAL	BEXAROTENE	No	Included
ENDOCRINE	MYALEPT	Yes	Included	ONCOLOGY - ORAL	BOSULIF	Yes	Included
ENDOCRINE	MYCAPSSA	Yes	Included	ONCOLOGY - ORAL	BRAFTOVI	Yes	Included
ENDOCRINE	NATPARA	Yes	Included	ONCOLOGY - ORAL	BRUKINSA	Yes	Included
ENDOCRINE	NITYR	Yes	Included	ONCOLOGY - ORAL	CABOMETYX	Yes	Included
ENDOCRINE	OCTREOTIDE ACETATE	No	Included	ONCOLOGY - ORAL	CALQUENCE	Yes	Included
ENDOCRINE	PENICILLAMINE	No	Included	ONCOLOGY - ORAL	CAPECITABINE	No	Included
ENDOCRINE	PROCYSBI	Yes	Included	ONCOLOGY - ORAL	CAPRELSA	Yes	Included
ENDOCRINE	RAVICTI	Yes	Included	ONCOLOGY - ORAL	COMETRIQ	Yes	Included
ENDOCRINE	RECORLEV	Yes	Included	ONCOLOGY - ORAL	COPIKTRA	Yes	Included
ENDOCRINE	SAMSCA	Yes	Included	ONCOLOGY - ORAL	COTELLIC	Yes	Included
ENDOCRINE	SANDOSTATIN	No	Included	ONCOLOGY - ORAL	DAURISMO	Yes	Included
ENDOCRINE	SAPROPTERIN	Yes	Included	ONCOLOGY - ORAL	ERIVEDGE	Yes	Included
ENDOCRINE	SIGNIFOR	Yes	Included	ONCOLOGY - ORAL	ERLEADA	No	Included
ENDOCRINE	SODIUM PHENYLBU TYRATE	No	Included	ONCOLOGY - ORAL	ERLOTINIB	Yes	Included
ENDOCRINE	SOMATULINE DEPOT	No	Included	ONCOLOGY - ORAL	ETOPOSIDE	No	Included
ENDOCRINE	SOMAVERT	Yes	Included	ONCOLOGY - ORAL	EVEROLIMUS	No	Included
ENDOCRINE	SYPRINE	No	Included	ONCOLOGY - ORAL	EXKIVITY	Yes	Included
ENDOCRINE	THIOLA	Yes	Included	ONCOLOGY - ORAL	FARYDAK	Yes	Included
ENDOCRINE	TIOPRONIN	No	Included	ONCOLOGY - ORAL	FOTIVDA	Yes	Included
ENDOCRINE	TOLVAPTAN	No	Included	ONCOLOGY - ORAL	GAVRETO	Yes	Included
ENDOCRINE	TRIENTINE	No	Included	ONCOLOGY - ORAL	GILOTRIF	Yes	Included
ENDOCRINE	XERMELO	Yes	Included	ONCOLOGY - ORAL	GLEEVEC	No	Included
ENDOCRINE	XURIDEN	Yes	Included	ONCOLOGY - ORAL	GLEOSTINE	No	Included
ENZYME DEFICIENCY	CHOLBAM	Yes	Included	ONCOLOGY - ORAL	HYCAMTIN	No	Included
ENZYME DEFICIENCY	CYSTAGON	Yes	Included	ONCOLOGY - ORAL	IBRANCE	Yes	Included

ENZYME DEFICIENCY	GALAFOLD	Yes	Included	ONCOLOGY - ORAL	ICLUSIG	Yes	Included
ENZYME DEFICIENCY	MIGLUSTAT	No	Included	ONCOLOGY - ORAL	IDHIFA	No	Included
ENZYME DEFICIENCY	NITISINONE	No	Included	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	Included
ENZYME DEFICIENCY	ORFADIN	No	Included	ONCOLOGY - ORAL	IMBRUVIC A	Yes	Included
ENZYME DEFICIENCY	PALYNZIQ	Yes	Included	ONCOLOGY - ORAL	INLYTA	Yes	Included
ENZYME DEFICIENCY	STRENSIQ	Yes	Included	ONCOLOGY - ORAL	INQOVI	Yes	Included
ENZYME DEFICIENCY	SUCRAID	Yes	Included	ONCOLOGY - ORAL	INREBIC	Yes	Included
ENZYME DEFICIENCY	TEGSEDI	Yes	Included	ONCOLOGY - ORAL	IRESSA	Yes	Included
ENZYME DEFICIENCY	ZAVESCA	Yes	Included	ONCOLOGY - ORAL	JAKAFI	Yes	Included
GAUCHERS DISEASE	CERDELGA	Yes	Included	ONCOLOGY - ORAL	KISQALI	No	Included
GENETIC DISORDER	DOJOLVI	Yes	Included	ONCOLOGY - ORAL	KISQALI FEMARA	No	Included
GENETIC DISORDER	VIJOICE	No	Included	ONCOLOGY - ORAL	KOSELUGO	Yes	Included
GENETIC DISORDER	ZOKINVY	Yes	Included	ONCOLOGY - ORAL	LAPATINIB	No	Included
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	Included	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	Included
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	Included	ONCOLOGY - ORAL	LENVIMA	Yes	Included
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	Included	ONCOLOGY - ORAL	LONSURF	Yes	Included
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	Included	ONCOLOGY - ORAL	LORBRENA	Yes	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	Included	ONCOLOGY - ORAL	LUMAKRAS	Yes	Included
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	Included	ONCOLOGY - ORAL	LYNPARZA	Yes	Included
GROWTH HORMONE DEFICIENCY	SAIZEN	No	Included	ONCOLOGY - ORAL	MATULANE	Yes	Included
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	Included	ONCOLOGY - ORAL	MEKINIST	Yes	Included
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	Included	ONCOLOGY - ORAL	MEKTOVI	Yes	Included
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	Included	ONCOLOGY - ORAL	MELPHALAN	No	Included
GROWTH HORMONE DEFICIENCY	ZORBITIVE	Yes	Included	ONCOLOGY - ORAL	MESNEX	No	Included

HEMATOLOGIC	BERINERT	Yes	Included	ONCOLOGY - ORAL	NERLYNX	Yes	Included
HEMATOLOGIC	CABLIVI	Yes	Included	ONCOLOGY - ORAL	NEXAVAR	Yes	Included
HEMATOLOGIC	CINRYZE	Yes	Included	ONCOLOGY - ORAL	NILANDRON	No	Included
HEMATOLOGIC	DOPTELET	Yes	Included	ONCOLOGY - ORAL	NILUTAMIDE	No	Included
HEMATOLOGIC	FIRAZYR	Yes	Included	ONCOLOGY - ORAL	NINLARO	No	Included
HEMATOLOGIC	HAEGARDA	Yes	Included	ONCOLOGY - ORAL	NUBEQA	Yes	Included
HEMATOLOGIC	ICATIBANT	Yes	Included	ONCOLOGY - ORAL	ODOMZO	No	Included
HEMATOLOGIC	MOZOBIL	No	Included	ONCOLOGY - ORAL	ONUREG	No	Included
HEMATOLOGIC	MULPLETA	No	Included	ONCOLOGY - ORAL	ORGOVYX	Yes	Included
HEMATOLOGIC	OXBRYTA	Yes	Included	ONCOLOGY - ORAL	PEMAZYRE	Yes	Included
HEMATOLOGIC	PROMACTA	Yes	Included	ONCOLOGY - ORAL	PIQRAY	No	Included
HEMATOLOGIC	REZUROCK	Yes	Included	ONCOLOGY - ORAL	POMALYST	Yes	Included
HEMATOLOGIC	RUCONEST	Yes	Included	ONCOLOGY - ORAL	PURIXAN	No	Included
HEMATOLOGIC	SAJAZIR	Yes	Included	ONCOLOGY - ORAL	PYRUKYND	Yes	Included
HEMATOLOGIC	TAKHZYRO	Yes	Included	ONCOLOGY - ORAL	QINLOCK	Yes	Included
HEMATOLOGIC	TAVALISSE	Yes	Included	ONCOLOGY - ORAL	RETEVMO	Yes	Included
HEMOPHILIA - INFUSED	ADVATE	No	Included	ONCOLOGY - ORAL	REVLIMID	Yes	Included
HEMOPHILIA - INFUSED	ADYNOVATE	No	Included	ONCOLOGY - ORAL	ROZLYTR EK	No	Included
HEMOPHILIA - INFUSED	AFSTYLA	No	Included	ONCOLOGY - ORAL	RUBRACA	Yes	Included
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	Included	ONCOLOGY - ORAL	RYDAPT	No	Included
HEMOPHILIA - INFUSED	ALPHANIN ESD	No	Included	ONCOLOGY - ORAL	SCEMBLIX	No	Included
HEMOPHILIA - INFUSED	ALPROLIX	No	Included	ONCOLOGY - ORAL	SORAFENIB	Yes	Included
HEMOPHILIA - INFUSED	BENEFIX	No	Included	ONCOLOGY - ORAL	SPRYCEL	No	Included
HEMOPHILIA - INFUSED	COAGADEX	Yes	Included	ONCOLOGY - ORAL	STIVARGA	Yes	Included
HEMOPHILIA - INFUSED	CORIFACT	No	Included	ONCOLOGY - ORAL	SUNITINIB	Yes	Included
HEMOPHILIA - INFUSED	ELOCTATE	No	Included	ONCOLOGY - ORAL	SUTENT	Yes	Included
HEMOPHILIA - INFUSED	ESPEROCT	No	Included	ONCOLOGY - ORAL	TABLOID	No	Included
HEMOPHILIA - INFUSED	FEIBA	No	Included	ONCOLOGY - ORAL	TABRECTA	No	Included
HEMOPHILIA - INFUSED	HEMOPIL M	No	Included	ONCOLOGY - ORAL	TAFINLAR	Yes	Included

HEMOPHILIA - INFUSED	HUMATE-P	No	Included	ONCOLOGY - ORAL	TAGRISSO	Yes	Included
HEMOPHILIA - INFUSED	IDELVION	No	Included	ONCOLOGY - ORAL	TALZENNA	Yes	Included
HEMOPHILIA - INFUSED	IXINITY	No	Included	ONCOLOGY - ORAL	TARCEVA	Yes	Included
HEMOPHILIA - INFUSED	JIVI	No	Included	ONCOLOGY - ORAL	TARGRETIN	No	Included
HEMOPHILIA - INFUSED	KOATE	No	Included	ONCOLOGY - ORAL	TASIGNA	Yes	Included
HEMOPHILIA - INFUSED	KOATE-DVI	No	Included	ONCOLOGY - ORAL	TAZVERIK	Yes	Included
HEMOPHILIA - INFUSED	KOGENATE FS	No	Included	ONCOLOGY - ORAL	TEMODAR	No	Included
HEMOPHILIA - INFUSED	KOVALTRY	No	Included	ONCOLOGY - ORAL	TEMOZOL OMIDE	No	Included
HEMOPHILIA - INFUSED	MONONINE	No	Included	ONCOLOGY - ORAL	TEPMETK O	Yes	Included
HEMOPHILIA - INFUSED	NOVOEIGHT	No	Included	ONCOLOGY - ORAL	THALOMID	Yes	Included
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	Included	ONCOLOGY - ORAL	TIBSOVO	Yes	Included
HEMOPHILIA - INFUSED	NUWIQ	No	Included	ONCOLOGY - ORAL	TRETINOIN	No	Included
HEMOPHILIA - INFUSED	PROFILNINE	No	Included	ONCOLOGY - ORAL	TRUSELTIQ	Yes	Included
HEMOPHILIA - INFUSED	REBINYN	No	Included	ONCOLOGY - ORAL	TUKYSA	Yes	Included
HEMOPHILIA - INFUSED	RECOMBINATE	No	Included	ONCOLOGY - ORAL	TURALIO	Yes	Included
HEMOPHILIA - INFUSED	RIXUBIS	No	Included	ONCOLOGY - ORAL	TYKERB	No	Included
HEMOPHILIA - INFUSED	SEVENFACT	No	Included	ONCOLOGY - ORAL	UKONIQ	Yes	Included
HEMOPHILIA - INFUSED	TRETTEN	Yes	Included	ONCOLOGY - ORAL	VENCLEXTA	Yes	Included
HEMOPHILIA - INFUSED	VONVENDI	Yes	Included	ONCOLOGY - ORAL	VERZENIO	Yes	Included
HEMOPHILIA - INFUSED	WILATE	No	Included	ONCOLOGY - ORAL	VITRAKVI	Yes	Included
HEMOPHILIA - INFUSED	XYNTHA	No	Included	ONCOLOGY - ORAL	VIZIMPRO	Yes	Included
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	Included	ONCOLOGY - ORAL	VONJO	Yes	Included
HEPATITIS B	ADEFOVIR DIPVOXIL	No	Included	ONCOLOGY - ORAL	VOTRIENT	Yes	Included
HEPATITIS B	BARACLUD E	No	Included	ONCOLOGY - ORAL	WELIREG	Yes	Included
HEPATITIS B	EMPAVELI	Yes	Included	ONCOLOGY - ORAL	XALKORI	Yes	Included
HEPATITIS B	ENTECAVIR	No	Included	ONCOLOGY - ORAL	XELODA	No	Included
HEPATITIS B	EPIVIR HBV	No	Included	ONCOLOGY - ORAL	XOSPATA	Yes	Included
HEPATITIS B	HEPSERA	No	Included	ONCOLOGY - ORAL	XPOVIO	Yes	Included
HEPATITIS B	LAMIVUDINE HBV	No	Included	ONCOLOGY - ORAL	XTANDI	Yes	Included
HEPATITIS B	VEMLIDY	No	Included	ONCOLOGY - ORAL	YONSA	No	Included

HEPATITIS C	EPCLUSA	No	Included	ONCOLOGY - ORAL	ZEJULA	Yes	Included
HEPATITIS C	HARVONI	No	Included	ONCOLOGY - ORAL	ZELBORAF	Yes	Included
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	Included	ONCOLOGY - ORAL	ZOLINZA	No	Included
HEPATITIS C	MAVYRET	No	Included	ONCOLOGY - ORAL	ZYDELIG	Yes	Included
HEPATITIS C	PEGASYS	No	Included	ONCOLOGY - ORAL	ZYKADIA	Yes	Included
HEPATITIS C	PEGINTRON	No	Included	ONCOLOGY - ORAL	ZYTIGA	No	Included
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	Included	ONCOLOGY - TOPICAL	TARGRETIN	No	Included
HEPATITIS C	SOVALDI	No	Included	ONCOLOGY - TOPICAL	VALCHLOR	Yes	Included
HEPATITIS C	VIEKIRAPAK	No	Included	OPHTHALMIC	OXERVATE	Yes	Included
HEPATITIS C	VOSEVI	No	Included	OSTEOPOROSIS	FORTEO	No	Included
HEPATITIS C	ZEPATIER	No	Included	OSTEOPOROSIS	TERIPARATIDE	No	Included
HEPATOLOGY	BYLVAY	Yes	Included	OSTEOPOROSIS	TYMLOS	No	Included
HEPATOLOGY	LIVMARLI	Yes	Included	PARKINSONS DISEASE	APOKYN	Yes	Included
HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	Included	PARKINSONS DISEASE	APOMORPHINE	Yes	Included
IMMUNE MODULATOR	ACTIMMUNE	Yes	Included	PARKINSONS DISEASE	INBRIJA	Yes	Included
IMMUNE MODULATOR	ARCALYST	Yes	Included	PARKINSONS DISEASE	KYNMOBI	Yes	Included
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	Included	PULMONARY DISEASE	ESBRIET	Yes	Included
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	Included	PULMONARY DISEASE	OFEV	Yes	Included
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	Included	PULMONARY DISEASE	PIRFENIDONE	Yes	Included
INFERTILITY	CETRORELIX	No	Included	PULMONARY HYPERTENSION	ADCIRCA	No	Included
INFERTILITY	CETROTIDE	No	Included	PULMONARY HYPERTENSION	ADEMPAS	Yes	Included
INFERTILITY	CHORIONIC GONADOTROPIN	No	Included	PULMONARY HYPERTENSION	ALYQ	No	Included
INFERTILITY	FOLLISTIM AQ	No	Included	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	Included
INFERTILITY	FYREMADEL	No	Included	PULMONARY HYPERTENSION	BOSENTAN	No	Included
INFERTILITY	GANIRELIX ACETATE	No	Included	PULMONARY HYPERTENSION	LETAIRIS	Yes	Included
INFERTILITY	GONAL-F	No	Included	PULMONARY HYPERTENSION	OPSUMIT	Yes	Included
INFERTILITY	GONAL-F RFF	No	Included	PULMONARY HYPERTENSION	ORENITRAM	Yes	Included
INFERTILITY	MENOPUR	No	Included	PULMONARY HYPERTENSION	REVATIO	No	Included
INFERTILITY	NOVAREL	No	Included	PULMONARY HYPERTENSION	SILDENAFIL	No	Included

INFERTILITY	OVIDREL	No	Included	PULMONARY HYPERTENSION	TADALAFIL	No	Included
INFERTILITY	PREGNYL	No	Included	PULMONARY HYPERTENSION	TADLIQ	Yes	Included
INFLAMMATORY CONDITIONS	ACTEMRA	No	Included	PULMONARY HYPERTENSION	TRACLEER	Yes	Included
INFLAMMATORY CONDITIONS	ADBRY	Yes	Included	PULMONARY HYPERTENSION	TYVASO	Yes	Included
INFLAMMATORY CONDITIONS	AMJEVITA	No	Included	PULMONARY HYPERTENSION	UPTRAVI	Yes	Included
INFLAMMATORY CONDITIONS	CIBINQO	No	Included	PULMONARY HYPERTENSION	VENTAVIS*	Yes	Included
INFLAMMATORY CONDITIONS	CIMZIA	No	Included				

*Includes Nebulizer
2Q 2023

Generic equivalents may be dispensed in lieu of brands.

SIGNATURE PAGE TO FOLLOW

WITNESS WHEREOF, the County and United have executed this Amendment as of the date first above written.

United HealthCare Services, Inc.

BY: *Dale Ibitz*

TITLE: *Assoc. Director*

DATE: *3/28/25*

Signature of Notary Public Required:

STATE OF *Connecticut*

COUNTY OF *Wethersfield*

The foregoing instrument was acknowledged before me this *28th* day of *March*, 20*25*,
by *Dale Ibitz*,

Witness my hand and official seat

Bethany Mullins
Notary Public

My commission expires: *12/31/27*



BETHANY MULLINS
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 12/31/2027

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

By: _____

**Abe Laydon
Chair**

ATTEST:

By: _____

**Hayley Hall
Clerk to the Board, Clerk & Recorder**

APPROVED AS TO CONTENT:

By: _____

**Laura Leary
Human Resources Director**

DATE: _____

APPROVED AS TO FISCAL CONTENT:

By: _____

**Andrew Copland
Director of Finance**

DATE: _____

APPROVED AS TO CONTENT:

By: _____

**Doug DeBord
County Manager**

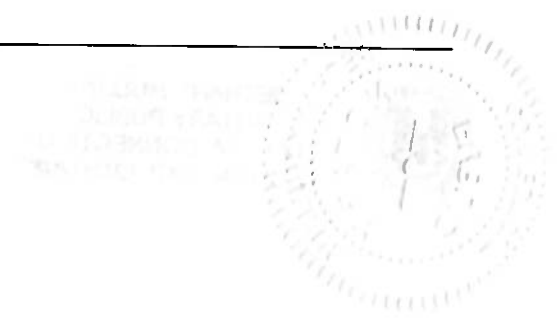
DATE: _____

APPROVED AS TO LEGAL CONTENT:

By: _____

**Christopher Pratt
County Attorney**

DATE: _____



MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Laura Ciancone, Douglas County Mental Health Division Manager

DESCRIPTION: Colorado Department of Human Services, Behavioral Health Administration Child, Youth and Family Behavioral Health Services Grant Amendment to Extend the Term for One Additional State Fiscal Year, July 1, 2025 Through June 30, 2026.

SUMMARY: Douglas County is the recipient of a State American Rescue Plan Act (ARPA) grant for Child, Youth and Family (CYF) Behavioral Health Services administered and managed by the state Behavioral Health Administration (BHA). The Board of County Commissioners approved a CYF grant contract extension with the BHA for state fiscal year 2025 at the June 11, 2024 business meeting marking the second state fiscal year that the County accepted CYF grant funding. The item before the Board is a contract amendment to extend the term for a third state fiscal year from July 1, 2025 through June 30, 2026. No additional funds are allocated. All unspent funds from the current state fiscal year 2025 will roll into the next.

The CYF grant has supported the development, implementation and evaluation of the Youth Care Compact (YCC) Pilot. The YCC serves children, youth and families living with mental health conditions, substance use disorders, intellectual and/or developmental disability/delay (IDD), and unmet basic needs who need help navigating the complexities of the mental/behavioral health systems of care and social services networks.

With this extension, the County will continue to provide and implement the following:

- One FTE Youth Care Compact Navigator in the Mental Health Division of the Department of Human Services
- Part of a Youth and Family Dyad, a case manager and peer recovery specialist team to support families working with YCC
- An evaluation of the YCC program
- Client flex funds
- Care coordination trainings for staff and the system of care that supports the YCC program

This grant contains a small amount of federal State and Local Fiscal Recovery Funds

(SLFRF), and a larger portion of State General Funds and requires a 5% cash match which the County will meet through the General Fund.

**RECOMMENDED
ACTION:**

Approve the contract amendment to extend the term for one additional state fiscal year, July 1, 2025 through June 30, 2026.

REVIEW:

Doug DeBord	Approve	3/24/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025

ATTACHMENTS:

24 IBEH 182020 - Am 3(197512) - Douglas County - BHAS - CYF1281

Contract Amendment #3

Signature and Cover Page

<p>State Agency Colorado Department of Human Services Behavioral Health Administration</p> <p>Contractor Douglas County</p> <p>Current Contract Maximum Amount</p> <p>Initial Term State Fiscal Year 2024 \$64,093.25</p> <p>Extension Terms State Fiscal Year 2025 \$244,703.26 State Fiscal Year 2026 Any unspent funds remaining from FY25</p> <p>Total for All State Fiscal Years \$308,796.51</p>	<p>Original Contract Number 24 IBEH 182020</p> <p>Amendment Contract Number 26 IBEH 197512</p> <p>Contract Performance Beginning Date July 31, 2023</p> <p>Current Contract Expiration Date June 30, 2026</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor
Douglas County

State of Colorado
Jared S. Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

By: Abe Laydon, County Commissioner

By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: _____

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____

1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to establish/expand services to address local behavioral health care needs along continuum of care, including services for Children, Youth, and Family with severe needs.

The purpose of this Amendment is to update Exhibit A, Exhibit B, Exhibit E, and Exhibit F. This Amendment extends the Contract end date to June 30, 2026.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. **REPLACE** Exhibit A-1, Statement of Work, with Exhibit A-2, Statement of Work, attached and incorporated by reference.
- D. **REPLACE** Exhibit B-3, Budget, with Exhibit B-4, Budget attached and incorporated by reference.
- E. **REPLACE** Exhibit E-2, Supplemental Provisions for Federal Awards, with Exhibit E-3, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
- F. **REPLACE** Exhibit F-2, SLFRF Subrecipient Provisions, with Exhibit F-3, SLFRF Subrecipient Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Exhibit A-2 - Statement of Work

Children, Youth, and Family Behavioral Health Services Grants

Article 1

Purpose and Target Population

1.1 Purpose

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth-oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 Target Population

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

Article 2

Definitions and Acronyms

2.1 Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

2.2 Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

2.3 Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

2.4 Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

2.5 Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

2.6 Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

2.7 Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

2.8 Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

2.9 Local Government means a county, municipality, city and county, or local education provider.

2.10 Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

2.11 Nonprofit Organization means an organization that is exempt from taxation under Section 501(c)(3) of the federal "Internal Revenue Code of 1986, as amended.

2.12 Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

2.13 SOW is Statement of Work.

2.14 SCAO is State Court Administrator's Office.

Article 3

Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

3.1.1 To expand Child, Youth, and Family (CYF) oriented behavioral health care services.

- 3.1.2 To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
- 3.1.3 To provide care navigation and coordination services.
- 3.1.4 To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment.
- 3.1.5 To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
- 3.1.6 And to fund capital expenditures related to providing the above treatment services.

Article 4

Roles and Responsibilities

- 4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance. The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.
- 4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.
- 4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.
- 4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.
- 4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.
- 4.6 Contractor shall use the [CLAS Standards](https://thinkculturalhealth.hhs.gov/) (<https://thinkculturalhealth.hhs.gov/>) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.
- 4.7 Services shall be provided in English and Spanish.

4.8 Period of Performance

4.8.1 Overall grant deadline to expend all funds June 30, 2026. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.

4.8.2 State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.

4.9 Annual Report. Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

4.10 Final Report. Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

Article 5

Reporting, Deliverables, and Due Dates

5.1 Criteria for Acceptance of Deliverables

5.1.1 The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.

5.1.2 The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.

5.1.3 Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 Deliverables Table

Deadline	Article Where Assigned	Activity
Within ten (10) days following each quarter, ended in September, December, March, and June	SOW, Article 6.1	SLFRF Quarterly Report on the BHA provided template
June 15, 2024 and June 15, 2025	SOW, Article 4.9	Annual Report
June 15, 2026	SOW Article 4.10	Final Report
Reports Delivered via email to cdhs_BHAdeliverables@state.co.us		
*Deliverables can be changed administratively		

Article 6

Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us ten (10) days following the end of each quarter.



COLORADO
Behavioral Health
Administration

EXHIBIT B-4, FY25 & FY26 ANNUAL BUDGET

Capacity Budget Template					
BHA Program	Children, Youth, Family Services Grants, HB22-1281				
Contact Information					
Agency Name	Douglas County Government	Program Contact Name, Title	Laura Ciancone, Douglas County Mental Health Initiative Coordinator		
		Phone	720-520-2497		
		Email	lciancone@douglas.co.us		
Budget Period	07/01/2024 - 06/30/2026	Fiscal Contract Name, Title	Abby Fithian, Financial Administrator		
		Phone	303-814-5360		
		Email	afithian@douglas.co.us		
Project Name	Douglas County Youth Care Compact	Date Completed	March 15, 2024		

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
Youth Care Compact Navigator	Pro-rated six month salary and benefits for a Youth Care Compact Navigator to aid in the development and ongoing growth and management of the program. Increase of 3% from original budget using funds rolling over from FY24 (FY25 July - December 2024 Salary \$34,648; Benefits \$10,394). FY25 January - June pro-rated with a 3% increase: Salary: \$35,688; Benefits: \$10,706.	\$ 70,336.00	\$21,100.00	100%	\$ 91,436.00
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on	Total Amount Requested from BHA
					\$ -
Total Personnel Services(including fringe benefits)					\$ 91,436.00
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Client Flex Funds	Flex funding for clients of the Youth Care Compact to reduce barriers to needed treatment (offset high co-pay or care not covered by insurance), prevent homelessness, maintain food security. Expenses are not to exceed \$2,000 per family. Other funding sources will be considered first, and a sustainability plan should be addressed.	\$ 20,000.00	1	\$ 20,000.00	
Total Client Costs					\$ 20,000.00
Contract/Consultants Services (Subawards & Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Dedicated intensive and/or in-home case management support for YCC.	Full-time, dedicated intensive and/or in-home case management support for the YCC network. \$25/hour. Wages \$52,000 and benefits at \$11,400. Rate pro-rated for 6 months: July - December Salary and wages: \$32,000; and 6 months January to June with a 3% increase: \$32,960.	\$ 64,960.00	1	\$ 64,960.00	
Julota Expansion	Fee to add and maintain new clients in the system (\$5.25/client at an average of 5 clients per month), and to add and maintain new YCC partner organizations within the Julota system.	\$ 3,040.00	1	\$ 3,040.00	

Part time Parent or Caregiver Liaison Peer	Pro-rated six month salary and benefits for a part-time Parent/Caregiver Liaison/Peer to act as a neutral family resource and advocate in support of The Youth Care Compact program. Additional in-home case management/care navigation support. \$23/hour. Wages \$29,900 and benefits at \$6,578. Rate based on a 25 hours/week schedule. Pro-rated for 6 months July - December: \$18,240; and pro-rated for 6 months January - June with 3% increase: \$18,788.	\$ 37,028.00	1	\$ 37,028.00
Consulting	Continuation of contract with Health Management Associates for program implementation consultation and program evaluation.	\$ 20,500.00	1	\$ 20,500.00
Consulting	Approved roll-over funds from SFY 23-24 to the current SFY 24-25. Funds will be use to continue the evaluation of the Youth Care Compact pilot to include refining and finalizing the evaluation tool created for the program, creating a cost savings/cost avoidance formula and pilot data analysis.	\$ 18,662.76	1	\$ 18,662.76
Care Coordination Training	Provide care coordination training specific to multi-disciplinary, collaborative groups that teaches effective coordination and communication across multiple agencies.	\$ 200.00	30	\$ 6,000.00
Total Contract Services				\$ 150,190.76
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Operating				\$ -
Depreciation/Amortization				Annual Budget
Item	Description of Item			Total Amount Requested from BHA
				\$ -
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Capital Costs				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 261,626.76
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 261,626.76
Indirect Costs				Annual Budget
Item	Description of Item		Percentage	Total Amount Requested from BHA
				\$ -
Total Indirect				\$ -
Grand Total Expenses				\$ 261,627.00

Match Requirement Chart: Size of Organization & Award amount		
Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award
large org.	\$20,000,000 or more	5%
small	less than \$20,000,000	2.5%
Award of \$50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
5.0%

MATCH AMOUNT REQUIRED	\$ 13,081.00
------------------------------	---------------------

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)*</i>	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify)	
Total Client Services	\$ -
<i>*The rate that your entity is receiving must be used to offset costs in this area</i>	
<i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	\$ 16,923.50
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify)	
Total Contracts and Grants	\$ 16,923.50
Grand Total Revenue Offset	\$ 16,923.50
Net Cost	\$ 244,703.50

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit E-3 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

i. Subrecipient: **Douglas County**

ii. Subrecipient Unique Entity ID number: **LXE5XEA44AH6**

iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**;

iv. The Federal award date is **May 18, 2021**

v. The subaward period of performance start date is **July 1, 2024** and end date is **June 30, 2026**.

vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY25-FY26 ARPA	\$23,228.25	\$23,228.25	\$23,228.25

vii. Federal award project description: **To establish or expand services along the behavioral healthcare continuum of care, including services for children, youth, and families with severe needs.**

viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is **the State of Colorado, Department of Human Services (CDHS)**. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds**, and dollar amount is **\$3,828,761,790**.

ix. This award is **not** for research & development

- x. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit E, and Exhibit F.**
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit B, Exhibit C, and Exhibit D.**
- 4) Subrecipient's approved indirect cost rate is **0%**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.**
 - i. Subrecipient shall provide matching funds as stated in **Exhibit B.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

1.1.1 “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2 Award *does not* include:

1.1.1.2.1 Technical assistance, which provides services in lieu of money;

1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3 Any award classified for security purposes; or

1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

- 1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 1.1.5 “Entity” means:
- 1.1.5.1 If the source of the funding is a Grant:
 - 1.1.5.1.1 a Non-Federal Entity; or
 - 1.1.5.1.2 a non-profit organization or for-profit organization.
 - 1.1.5.2 If the source of funding is not a Grant:
 - 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.2.3 a foreign public entity;
 - 1.1.5.2.4 a domestic or foreign non-profit organization;
 - 1.1.5.2.5 a domestic or foreign for-profit organization; and
 - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.

- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
- 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2 Is not organized primarily for profit;
 - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 1.1.13.4 Is not an IHE.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.

- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

- 2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

- 3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM

until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

- 4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2 In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

- 5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and

Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. Effective Date and Dollar Threshold for Reporting.

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.2.1 Subrecipient UEI Number;
 - 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.2.3 Subrecipient parent's organization UEI Number;
 - 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.3.1 Subrecipient's UEI Number as registered in SAM.

7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

- 9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

- 10.1 If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.3 Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

- 11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

12. Certifications.

12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2 A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.3 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the

Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery:** The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

Exhibit F-3 - SLFRF Subrecipient Provisions Exhibit (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

Table 1: Federal Award(s) Applicable to this Grant Award

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date*	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Table 2: State Award (if applicable) to this Grant Award

State Statutory Authority	HB24-1466 - Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	June 30, 2026

Appendix 1 To SLFRF Exhibit – Budget Supplement

1. Budget By US Treasury Expenditure Category

2. Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Health Services	\$23,228.25
Total			\$23,228.25

3. Budget By Function

4. Expenditure Category Modifications

Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). **In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.**

Appendix 2 To SLFRF Exhibit - Federal Provisions Supplement

1. Applicability of Provisions.

- 1.1 The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2 The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3 Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s

or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.

3. Compliance.

- 3.1 Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2 Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

4.1 SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. Total Compensation.

5.1 Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.2 The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.3 In the preceding fiscal year, Grantee received:

5.4 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.5 \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.6 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1 If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. Effective Date and Dollar Threshold for Federal Reporting.

7.1 Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.

7.2 The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

Grantee shall report as set forth below.

Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- A. EC 1 - Public Health
 - i. All Public Health Projects
 - a. Description of structure and objectives
 - b. Description of relation to COVID-19
 - c. Identification of impacted and/or disproportionately impacted communities
 - d. Capital Expenditures
 - (a) Presence of capital expenditure in project
 - (b) Total projected capital expenditure
 - (c) Type of capital expenditure
 - (d) Written justification
 - (e) Labor reporting
 - ii. COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)
 - a. Amount of total project used for evidence-based programs
 - b. Evaluation plan description
 - iii. COVID-19 Small Business Economic Assistance (1.8)

- a. Number of small businesses served
 - iv. COVID-19 Assistance to Non-Profits (1.9)
 - a. Number of non-profits served
 - v. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)
 - a. Sector of employer
 - b. Purpose of funds
- B. EC 2 - Negative Economic Impacts
 - i. All Negative Economic Impacts Projects
 - a. Description of project structure and objectives
 - b. Description of project's response to COVID-19
- C. Identification of impacted and/or disproportionately impacted communities
- D. Amount of total project used for evidence-based programs and description of evaluation plan (not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)
 - a. Number of workers enrolled in sectoral job training programs
 - b. Number of workers completing sectoral job training programs
- E. Number of people participating in summer youth employment programs
 - a. Capital Expenditures
 - (a) Presence of capital expenditure in project
 - (b) Total projected capital expenditure
 - (c) Type of capital expenditure
 - (d) Written justification
 - (e) Labor reporting
 - ii. Household Assistance (2.1-2.8)
 - a. Number of households served
 - b. Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)
 - c. Number of affordable housing units preserved or developed (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)
 - iii. Healthy Childhood Environments (2.11-2.13)
 - a. Number of children served by childcare and early learning (Federal guidance may change this requirement in July 2022)

- b. Number of families served by home visiting (Federal guidance may change this requirement in July 2022)
 - iv. Education Assistance (2.14, 2.24-2.27)
 - a. National Center for Education Statistics (“NCES”) School ID or NCES District ID
- F. Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)
 - i. Housing Support (2.15, 2.16, 2.18)
 - a. Number of people or households receiving eviction prevention services (Federal guidance may change this requirement in July 2022)
 - b. Number of affordable housing units preserved or developed (Federal guidance may change this requirement in July 2022)
 - ii. Small Business Economic Assistance (2.29-2.33)
 - a. Number of small businesses served
- G. Assistance to Non-Profits (2.34)
 - a. Number of non-profits served
 - ii. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)
 - a. Sector of employer
 - b. Purpose of funds
- H. If other than travel, tourism and hospitality (2.36) - description of hardship
- I. EC 3 - Public Health - Negative Economic Impact: Public Sector Capacity
 - i. Payroll for Public Health and Safety Employees (EC 3.1)
 - a. Number of government FTEs responding to COVID-19
 - ii. Rehiring Public Sector Staff (EC 3.2)
 - a. Number of FTEs rehired by governments
- J. EC 4 - Premium Pay
 - i. All Premium Pay Projects
- K. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
 - a. Numbers of workers served
 - b. Employer sector for all subawards to third-party employers
 - c. Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-

exempt workers or those making over 150 percent of the state/county's average annual wage

- d. Number of workers to be served with premium pay in K-12 schools

L. EC 5 - Infrastructure Projects

i. All Infrastructure Projects

- a. Projected/actual construction start date (month/year)
- b. Projected/actual initiation of operations date (month/year)
- c. Location (for broadband, geospatial data of locations to be served)
- d. Projects over \$10 million
 - (a) Prevailing wage certification or detailed project employment and local impact report
 - (b) Project labor agreement certification or project workforce continuity plan
 - (c) Prioritization of local hires
 - (d) Community benefit agreement description, if applicable

ii. Water and sewer projects (EC 5.1-5.18)

- a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c. Median Household Income of service area
- d. Lowest Quintile Income of the service area

iii. Broadband projects (EC 5.19-5.21)

- a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - (a) If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - (b) Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

- M. Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (Federal guidance may change this requirement in July 2022):
- (a) Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - (b) Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - (c) Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households

with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

ii. All Expenditure Categories

N. Program income earned and expended to cover eligible project costs

To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than the end of the month following the month in which the Subaward was made.

Subrecipient Unique Entity ID (“UEI”);

Subrecipient UEI if more than one electronic funds transfer (EFT) account;

Subrecipient parent’s organization UEI;

Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and

Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

Subrecipient’s UEI as registered in SAM.

Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at

www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the “Use of Evidence” section in the “Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

For projects over \$10 million:

Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not

provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

Whether the project prioritizes local hires.

Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5- SLFRF Reporting Modification Form.

9. Procurement Standards.

9.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Access to Records.

10.1 A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. Single Audit Requirements.

11.1 If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.3 Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but

records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Grant Provisions For Subrecipient Agreements.

- 12.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.2 {Applicable to federally assisted construction Agreements.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.4 Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 12.6 Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.8 Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.10 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or

agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1 Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2 Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2 A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

Event of Default and Termination.

14.3 Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

14.4 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.5 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.6 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.7 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination

conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 14.8 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.9 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

The rest of this page is intentionally left blank.

Appendix 3 To SLFRF Exhibit - Subrecipient Certification Agreement

Agreement with Subrecipient of Federal Recovery Funds

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name:

Authorized Representative

Title

Signature

Agreement with Subrecipient of Federal Recovery Funds Terms and Conditions

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto - Reporting Modification Form.

4. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Subrecipient.
8. **Conflicts of Interest.** The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. **Compliance with Applicable Law and Regulations.**
- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available

remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. **Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. **Debts Owed the Federal Government.**

a. Any funds paid to the Subrecipient

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

ii. that are determined by the Treasury Office of Inspector General to have been misused; or

iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Assurances of Compliance with Civil Rights Requirements

Assurances of Compliance with Title VI of The Civil Rights Act of 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary,

to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.
6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Appendix 4 To SLFRF Exhibit - SLFRF Subrecipient Quarterly Report Requirements

SLFRF Subrecipient Quarterly Report Workbook

The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June.

The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

Appendix 5 To SLFRF Exhibit - Sample SLFRF Reporting Modifications Form

Grantee	
Grant Agreement Number	
Project Title	
Project Number	
Project Duration - To	
Project Duration - From	
State Agency	

This form serves as notification that there has been a change to the SLFRF reporting requirements set forth in the Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee/Contractor agrees to and acknowledges the changes to the SLFRF reporting requirements set forth in the existing Agreement. All other terms and conditions of the Agreement, with any approved modifications, remain in full force and effect. Grantee/Contractor shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

State Agency Grant Manager

Date

Date

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Ruby Richards, Director

DESCRIPTION: Contract with McLaughlin Counseling LLC for Child Welfare Services in the Amount of \$980,000.00.

SUMMARY: The Department of Human Services (Department) released Request for Qualifications #043-22 Human Services Client and Staff Services and McLaughlin Counseling LLC was identified as a preferred vendor following qualifications review. This contract outlines services that will be provided to Child Welfare involved clients and families. Family time services for Child Welfare involved families is the most frequently utilized service as it is a statutory right for parents to continue to have contact with their children.

RECOMMENDED ACTION: Approve and sign

REVIEW:

Ruby Richards	Approve	3/26/2025
Jeff Garcia	Escalated	4/1/2025
Amy Williams	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

DC- MSA & SOSA- McLaughlin 25-26

**MASTER SERVICES AGREEMENT (MSA)
McLAUGHLIN COUNSELING LLC**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **McLAUGHLIN COUNSELING LLC**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and the Contractor responded; and

WHEREAS, the County selected the Contractor as a preferred vendor during the RFQ process; 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. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between Contractor and the County which shall apply to and control any Scope of Service Agreements (SOSA). The SOSA shall later provide and be limited to any specific Scope of Work and financial terms between the Contractor and the County.

Services provided by Contractor shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Agreement.

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

2. LINE OF AUTHORITY: Ruby Richards, (the “Authorized Representative”) is designated the County representative for administering and clarifying the terms of this agreement for the County.

3. MAXIMUM AGREEMENT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in a fully executed SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. 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 Contractor. Any potential expenditure for this Agreement outside the fiscal year of the SOSA or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

4. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Contract that: a) it is not suspended or disbarred at the time services begin or Contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the Department any changes in items a or b; and d) it understands that it may be required to repay all funds received if the Department learns the Contractor was suspended or disbarred at any time during service delivery or while under Contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2028. This Agreement and any SOSA executed that references this Agreement 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 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 a Contractor Representative 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 County.

8. INDEMNIFICATION: The County cannot and by this Agreement 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 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 Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, , or any subsequent agreement subject to 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.

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 Agreement, or any subsequent agreement subject to this Agreement, 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 Agreement, 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 Agreement, or any subsequent agreement subject to this Agreement, 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 Agreement.

13. OWNERSHIP OF DOCUMENTS: Specifications, drawings, guidelines and any other documents prepared by the Contractor in connection with this Agreement, or any subsequent agreement subject to this Agreement, shall be the property of the County, except for documentation identified as the Contractor's pre-existing intellectual property.

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

15. TERMINATION: The County shall have the right to terminate this Agreement, 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 Agreement shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement and any subsequent SOSA for any satisfactory work completed pursuant to the terms of this Agreement 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 Agreement by the Contractor.

16. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to: Ruby Richards, Director
Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109
Telephone: (303) 814-5395
E-Mail: rarichar@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7414
Facsimile: (303) 688-6596

and by the County to:

Maureen McLaughlin, Owner
McLaughlin Counseling LLC
12150 E. Briarwood Avenue, Suite 125
Centennial, CO 80112
maureen@mclaughlincounseling.com
Phone: (720) 232-1651

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via email, 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 Agreement, 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 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 Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. FOREIGN ENTITY: The Contractor is a Foreign Entity if its business was formed in a different state. A Foreign Entity that transacts business or conducts activities in Colorado must be registered with the Colorado Secretary of State by filing a Statement of Foreign Entity Authority. A Foreign Entity shall not transact business or conduct activities with the County until its Statement of Foreign Entity Authority is filed in the records of the Colorado Secretary of State.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement 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 Agreement. Consistent with the above, the parties will comply with, including but not limited to, all provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and Criminal Justice Information Services (“CJIS”) Security Policy when handling information that may fall under these statutes.

21. 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.

22. NO THIRD PARTY BENEFICIARIES: 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 Contractor, 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.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County Director of Communication and Public Affairs. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

24. 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 by this reference.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, 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 Agreement.

26. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

27. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit B, 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 Agreement.

28. 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.

29. CONFIDENTIALITY OF INFORMATION: Both parties understand and agree that data, materials, and information disclosed by a party to the other party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each party covenants that data, material and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without prior disclosure to the other party if and when the circumstances allow.

30. DATA SECURITY and COMPLIANCE WITH C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 regarding Protections for Consumer Data Privacy. The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach. In addition, the Contractor shall: a) employ acceptable security standards; and b) immediately notify County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes

31. RISKS AND MITIGATIONS: The Parties acknowledge and agree that risks associated with personnel and the actions of those personnel remain wholly with the employer of the personnel. The Parties acknowledge and agree that the nature of the services and work products produced under this Agreement is such that risks related to the services and work products are small when the services and work products conform to specifications. Douglas County shall specify the services and work products and shall describe acceptance criteria by which the services and work products will be determined to have met specifications. The Contractor shall apply standards and diligence to ensure that services and work products conform to specifications and meet acceptance criteria. Specifications and acceptance criteria shall be documented in an Exhibit A Scope of Services Agreement under this Master Services Agreement.

32. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel without reason by providing Ten days' notice, or any other provisions therein, as set forth in Section 14, should any disputes arise with respect to this Agreement or referencing SOSA, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Both Parties agree to give best efforts to resolve disputes amicably whenever possible. As such, the Parties will try to resolve disputes at the lowest level possible, starting with each Party's Authorized Representative. Disputes can be elevated when appropriate to higher level decision makers if and as deemed appropriate under the circumstances. The Contractor and the County agree that, the existence of a dispute notwithstanding, each party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within a mutually agreed upon timeframe, the parties may mutually agree to submit the dispute to mediation. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement.

33. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement or referencing SOSA or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) calendar days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

34. 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:

- 1st This Agreement, Sections 1 through 36
- 2nd Exhibit A - SOSA and subsequent agreements and amendments (inclusive of Exhibit 1- Exhibit 6)
- 3rd Exhibit B – Insurance
- 4th Quality Time Together (QTT) Family Time Program 2025 (QTT TFT)- Guide to Therapeutic Family Time. If needed, the Guide may be updated as mutually agreed upon in writing without an Amendment being required.
- 5th Request for Qualifications (#043-22)
- 6th Response to Request for Qualifications

35. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract will be considered a Breach of Contract and may be subjected to legal action, termination of contract and/or any additional applicable legal remedies available to the County.

36. 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.

(Remainder of Page Intentionally Blank)

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

McLAUGHLIN COUNSELING LLC

BY: _____
Maureen McLaughlin, Owner

DATE: _____

ATTEST: (if a corporation)

BY: _____
(Print name and title)

SIGNATURE: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-2026
McLAUGHLIN COUNSELING LLC

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **McLAUGHLIN COUNSELING LLC** authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the County has an active Master Services Agreement, (the “MSA”) with the Contractor to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and the Contractor responded; and

WHEREAS, the County selected the Contractor as a preferred vendor during the RFQ process; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Contractor on April ___, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Nine Hundred Eighty Thousand Dollars (\$980,000.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit 1, the Contractor attests by virtue of executing this Public Contract for Services that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were

previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

The Contractor will make reasonable efforts to review requirements to become a Medicaid provider and invoice all Medicaid services accordingly should they become a Medicaid provider. The Contractor will reimburse the Department for any funds paid by the Department for a service previously or subsequently paid for by Medicaid.

In the event that third-party payment is available for any service described in Exhibit 1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit 1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2026. This SOSA 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.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

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

McLAUGHLIN COUNSELING LLC

BY: _____
Maureen McLaughlin, Owner

DATE: _____

ATTEST: (if a corporation)

BY: _____
(Print name and title)

SIGNATURE: _____

DATE: _____

EXHIBIT 1

The Contractor agrees to provide service(s) and deliverables outlined herein and specifically listed in Exhibit 3. Services provided outside of this Exhibit 1 will be deemed gratuitous to and are subject to non-payment by the Department of Human Services' (the "Department") discretion.

1. General Provisions

- a. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
- b. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
- c. Client missed appointments shall be reported to the Department as soon as possible but no more than forty-eight (48) hours after the missed appointment.
- d. Any safety concerns or events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, or other events that could be considered pertinent to client welfare shall also be reported to the Department as soon as possible but no more than forty-eight (48) hours after the Contractor becomes aware of such issue or information; and may require immediate action determined by legal mandated reporting responsibilities.
- e. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 17 of this Contract, and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
- f. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.
- g. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

2. Staff Background Checks

- a. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
- b. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this Contract have submitted to and passed a fingerprint-based CBI and FBI

- criminal background check prior to commencing provision of services under this Contract.
- ii. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - iii. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - v. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
- c. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
- i. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Early Childhood (CDEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.
 - iii. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
- d. When applicable, Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.
- e. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.

3. Staff Assignments and Performance

- a. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 6 of the Master Service Agreement (MSA) prior to commencing work under this Contract.
- b. If the Department becomes dissatisfied with the Contractor's performance (inclusive of employees, subcontractors, interns, mentors or volunteers), the Department will notify the Contractor. Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns are not resolved to the Department's satisfaction, the Contractor's staff will not be allowed to provide services under this Contract.
- c. The Contractor and its employees, subcontractors, interns, mentors or volunteers shall remain in good standing with the appropriate licensing authority(ies) if applicable to performance of service provided. Temporary suspension, permanent loss, or any change of a license status that renders the person ineligible to provide service at any time during this Contract is considered a Breach of Contract, and payment will not be rendered for any services performed when required licensure was not in effect and good standing and may result in Contract termination.

4. Referrals

- a. The Department will request service using the "Referral for Services" (See Exhibit 4) for the person, services(s), unit(s), and rate(s) identified in Exhibit 3.
- b. The services will be provided at the location(s) noted on the "Referral for Service".
- c. The "Referral for Services" will include identifying information such as the name and address of the family, social history, medical and educational information, as appropriate.
- d. The "Referral for Services" must be received by the provider prior to the commencement of services.
- e. The Contractor may only provide service(s) listed in a current "Referral for Services" for services described in Exhibit 3. Services provided without a current Referral, any additional service(s), or an activity not outlined in the service description is subject to non-payment. Questions about the Referral, services and dates should be directed back to the Case Workers.
- f. In rare circumstances, the Department may wish to utilize services outlined herein for clients participating in another program or where services will be paid for using an alternate funding stream. Should this occur, Exhibit 3 will not be applicable. Rather, the Department will outline all required referral elements in writing, and the Contractor agrees to provide services as outlined in paragraph 5, Services and Deliverables (below) and Exhibit 2. The rates for services contained in Exhibit 3 will still apply as to any services provided under this paragraph.

5. Services and Deliverables

- a. Services and deliverables are listed in Exhibit 3.
- b. The Contractor will ensure staff are appropriately credentialed. This includes:
 - 1) required training, certifications and licenses;
 - 2) insurance; and
 - 3) background checks as required by law and specified in this Contract, to render these services.

- c. Missing or incomplete deliverables with insufficient detail will result in slower invoice review and payment processing due to additional follow-up. Required deliverable(s) never provided or late deliverable(s) are subject to non-payment.
- d. QTT Family Time Group Email
 - i. When Contractor receives a referral, a group email will be created which will include the following participants:
 - 1) Parent
 - 2) Respondent Parent Counsel
 - 3) Respondent Parent Counsel Social Worker
 - 4) Parent Guardian ad Litem
 - 5) Department Caseworker
 - 6) Department Caseworker Supervisor
 - 7) County Attorney
 - 8) Child's Guardian ad Litem and/or Counsel for Youth
 - 9) QTT Family Time Supervisor(s),
 - 10) QTT Business Manager
 - 11) QTT Director
 - ii. The Group email will be used throughout the time that QTT services are being rendered for that parent(s), for purposes of consistent, timely, and helpful communication. Some examples include:
 - 1) When a parent misses a Family Time session.
 - 2) If a PAP is needed or needs to be considered.
 - 3) When a parent moves to Flex Status.
 - 4) When any important topics need to be shared, addressed, or discussed regarding Family Time.
 - iii. All participants and professionals involved will be asked to utilize the QTT Family Time Group email.
 - iv. Emails that involve professionals only should be sent separately.
- e. Grace Periods
 - v. If a parent is late to Family Time, QTT allows for a 15-minute grace period before Caregivers or QTT transport the children home.
 - vi. If a parent is in communication with QTT about running late, QTT may extend the grace period if it is reasonable for the children.
- f. No-Show Policy
 - i. A No-Show is defined as a parent's failure to arrive, failure to arrive in a reasonable time, or a same day cancellation.
 - ii. Family Time Supervisors will be partially compensated for no-shows. A no show rate equals one hour of the service that would have been offered.
 - iii. QTT will immediately notify parent(s) and professionals via the QTT Family Time Group email that the parent missed Family Time.
 - iv. If a parent No-Shows on three (3) occasions, they may be placed in a Flex Status, and the Department will not be charged for no-shows while the parent is in a Flex Status
- g. Flex Status
 - i. A parent will be moved to a Flex Status if they have a history of no-shows for their regularly scheduled Family Time.
 - ii. The Contractor will notify the QTT Family Time Group via email of the parent's Flex Status and the parent will have to contact the Contractor directly to sign up for a Flex Family Time session.

- iii. The parent will be required to confirm 24 hours before the Flex Family Time session so that the Contractor has time to arrange for the caregivers to bring the children.
- iv. Flex Family Time Sessions will be available two (2) sessions per week, for two (2) hours per session. Sessions will be held one (1) weekday evening and one (1) weekend and will be available to parents who have been moved to a Flex Status, or when the Department has an urgent need to schedule a family time session within 72 hours.
- v. Flex Family Time can accommodate two families simultaneously if deemed appropriate by the QTT supervisor. If it is not appropriate, QTT will seek to assign a second supervisor for that Flex Family Time session.
- vi. If a parent attends two (2) Flex Family Time sessions within thirty (30) days of one another, QTT may move them back to a regularly set Family Time schedule. This will include a return to their previous Family Time Plan, such as community or in-home locations, approved hours, etc.
- vii. Flex Family Time sessions can also be utilized by the Department when there is an urgent need to schedule a family within seventy-two (72) hours.
 - 1) The Department will need to inform the Contractor that they have booked a family for a Flex Session and submit the regularly require referrals within twenty-four (24) hours of the Flex Family Time session.
- viii. Flex Family Time sessions may also be used as make-up time for families.
- ix. The Cost of Family Flex Time is listed in Attachment A1. Administrative time spent on Family Flex Time is included in this rate.
- x. If the Contractor needs to add additional supervisors to a Flex Session due to the number of families or the needs of a particular family, the additional supervisors will be paid for their supervision at the rate of their open QTT referral.
- h. Parent Accountability Plan (PAP)
 - i. If a parent(s) is a no-show or is consistently late to a Family Time session on more than one occasion, the Contractor will notify the parent's and professionals via the QTT Family Time Group Email, referenced above in 5. Services and Deliverables, c. QTT Family Time Group Email.
 - ii. The Contractor will request that the parent(s) agree to a PAP by replying to the email in writing. Respondent Parent Counsel replies will be accepted.
 - iii. If requested, QTT will provide a phone staffing to discuss the concerns and to brainstorm what is necessary to ensure timely and consistent family time attendance.
 - iv. The PAP may be agreed upon by the parent (in writing) or a court order may be sought by the Department.
 - v. Often times, a PAP will require a parent(s) to arrive early to the QTT office or community location. Early arrival time will be based on how long travel time is for the caregiver and/or QTT supervisor to transport the children to the session location.
 - vi. QTT will charge when client contact begins in the case of early arrival.

- vii. If the parent(s) is compliant with the PAP for thirty (30) consecutive days, the PAP may be discontinued.
- i. Family Coaching
 - i. Family Coaching is targeted toward the whole family system in efforts to avoid the breakdown of kin-supervised family time and/or to strengthen parents' skills and abilities with their children.
 - ii. Family Coaching may occur in the home (of parents, caregivers, kin, etc.) but may also occur in the community or QTT office as appropriate. Elements of Family Coaching may occur virtually but typically the coaching will occur in person.
 - iii. QTT will meet with parent(s), kin, and children, as appropriate for an intake. Additional information will be provided by the Department and other professionals. After gathering the strengths and challenges, QTT will create a plan for the Family Time Coaching service to be approved by the Department. Coaching will occur two (2) to eight (8) hours per week and may include:
 - 1) Parenting Education- QTT will utilize aspects of the curriculum from Love and Logic, Nurturing Parenting, Everyday Parenting, and child development principles from the American Pediatric Association.
 - 2) Family Time Orientation-Services include an orientation among the parties (parents and kin) led by QTT. The purpose of the orientation would be to establish Family Time Expectations that all parties agree to during the meeting.
 - 3) Kin-Supervised Family Time Support- Coaching services can be utilized when extra support is needed in a kin-supervised family time setting. QTT will assess the current dynamic of family time and will work with parents and kin to improve dynamics so that kin-supervised family time can continue.
 - 4) Unsupervised Time Support- Coaching services can be utilized when parents are at an unsupervised status, or the children have returned home, and extra education and support are needed to preserve or promote the reunification.

During the course of this Contract, the Department will:

- 1. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams;
- 2. Provide clients information regarding rights and fair hearings;
- 3. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with the Contractor; and
- 4. Schedule meetings, inclusive of background check reviews, with the Contractor as needed.

(Remainder of Page Intentionally Blank)

EXHIBIT 2 METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Exhibit 3 and accept any and all forms of payment.
2. Providers will only be paid for services authorized on an approved “Referral for Service.” Verbally discussed rates between the Department staff and the Contractor are not binding. Required deliverable(s) never provided will result in non-payment, reduction of future payment, or demand for reimbursement.
3. Rates outlined in Exhibit 3 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not charge the Department rates greater than those charged to other persons in the same geographic area. The Contractor will not be paid more than one time for the same service, or more than the Maximum Contract Liability as outlined in paragraph 3 of this Contract.
4. If the Contractor or client misses an appointment or service, it will not be paid. Monthly rates will be pro-rated depending on when services begin or end in the month.
5. The Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party unless otherwise noted in the “Referral for Services” or other Department documentation. When applicable, documentation of a denial of benefits from a third-party provider may be requested by the Department.
6. Invoices submitted must reflect actual services rendered and cannot be estimates or requests for pre-payment. Monthly rates will be pro-rated to accurately reflect when clients begin services and end dates for services in partial months. Partial payment for services rendered without full completion of the service and/or deliverable(s), inclusive of court testimony, may be provided at the Department’s discretion.
7. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Complete invoices will only use the service names listed in Exhibit 3 and include the required deliverable(s) listed in Exhibit 3. Failure to submit invoices timely or without required deliverables may result in non-payment.
8. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days to ensure all services have been invoiced and paid. Delinquent invoices are subject to non-payment.**
9. Invoices and back-up documentation may only be sent via:
 - a) secure email to CWAccounting@douglas.co.us,
 - b) posted to the Department’s OneDrive contractor folder, or
 - c) mailed to:

Douglas County Human Services
Attn: Business Office
4400 Castleton Court
Castle Rock, CO 80109

The Contractor will email CWAccounting@douglas.co.us when new invoices have been added to OneDrive or existing documents edited in OneDrive.

(Remainder of Page Intentionally Blank)

**EXHIBIT 3
SERVICES, DELIVERABLES AND RATES**

Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered. Complete invoices will only use the service names listed in this Exhibit and include the required deliverable(s). Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)	Rate & Unit
1	Family Time Intake Assessment	Assessment to ascertain parenting abilities, strengths, needs, and potential risks. Results will be used to determine the level of supervision, support, and education to be provided to parents during family time. Will also outline recommendations for family time frequency, duration, locations and transportation needs. Includes intake with parent(s), caregiver(s), and child(ren) when appropriate; report and recommendations; and phone staffing with professional team to confirm plan. Two 90-minute sessions. Contact with parent and caregiver will be made within 24 hours of referral. Assessment and report completed within two (2) weeks of receipt of Trails referral.	Written Intake/Assessment - Completed to determine appropriateness of service within (2) two weeks of the service start date. Contractor will notify Department of assessment outcome when done for services to continue. Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	\$1,100.00 per episode
2	Therapeutic Family Time (office-based)	Provides a safe, child-friendly environment, which allows parents with high safety risks to have contact with children facilitated by therapist. (See	Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes	\$130.00 per hour No-show rate is one hour of the

		<p>QTT TSV Guide for 6 high risk criteria) Cognitive, emotional, and behavioral welfare of children will be enhanced during family time. Therapeutic visits will occur in office, unless a different location is necessary per Caseworker. Therapists will always be within earshot and line-of-sight. Therapists ensure child safety and confidentiality by assisting the transition between caregiver and parent. During sessions, therapist maintains the safety of the children, while educating, mentoring, and encouraging bonding and healthy parenting. Also provide role modeling to foster healthy parent-child interactions. As a result, parents can make positive changes in quality of each interaction with children and become ready for a step-down to a lower level of supervision. Occur in 3 month increments at Department discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after visits.</p>	<p>including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Exhibit 6, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p>	<p>service that would have been offered</p>
3	<p>Therapeutic Family Time (home or community-based)</p>	<p>Same as above except location.</p>	<p>Same as above.</p>	<p>\$150.00 per hour</p> <p>1-hour minimum for home/community-</p>

				<p>based family time.</p> <p>Rate includes cost of Contract staff transportation.</p> <p>No-show rate is one hour of the service that would have been offered</p>
4	Supervised Family Time (office-based)	<p>A safe, child-friendly environment which allows parents to engage in supervised contact with children. Services are used primarily when children are placed out-of-home because of child abuse or neglect. Ensures child safety and confidentiality by assisting the transition between caregiver and parent. Will always be within earshot and line-of-sight. Can occur in office, community or home settings per Caseworker agreement. During sessions, supervisors maintain the safety of the child while educating, mentoring, and training parents to encourage bonding and healthy parenting. Also provide role modeling to foster healthy parent-child interactions. As a result, parents can make positive changes in the quality of each parenting interaction with their children. If parents are successful in making positive changes,</p>	Same as above	<p>\$90.00 per hour</p> <p>No-show rate is one hour of the service that would have been offered</p>

		supervised family time can step down to monitored family time upon Department agreement. Occur in 3 month increments at the Department's discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after visits.		
5	Supervised Family Time (home or community-based)	Same as above except location.	Same as above.	\$110.00 per hour 1-hour minimum for home/community-based family time. Rate includes cost of Contract staff transportation. No-show rate is one hour of the service that would have been offered
6	Monitored Family Time (office-based)	Lowest level of supervision before completely unsupervised contact begins. Appropriate when parents and children demonstrate safe interactions. Provide a range of oversight by the family time supervisor, which may include random pop-ins, scheduled check-ins, and/or partial supervision of sessions – either in person or virtually, depending on the	Same as above.	\$55.00 per hour No-show rate is one hour of the service that would have been offered

		needs of each family. In office monitoring occurs via video monitoring and random room pop-ins. Occur in 3-month increments at the Department's discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after sessions.		
7	Monitored Family Time (home or community-based)	Same as above except location. Typically occur in home but may occur in community.	Same as above.	\$85.00 per hour Rate includes cost of Contract staff transportation. No-show rate is one hour of the service that would have been offered
8	Family Coaching Service	Family Coaching is targeted toward the whole family system in efforts to avoid the breakdown of kin-supervised family time and/or to strengthen parents' skills and abilities with their children. Family Coaching may occur in the home (of parents, caregivers, kin, etc.) but may also occur in the community or QTT office as appropriate. Elements of Family Coaching may occur virtually but typically the coaching will occur in person.	Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval. Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Exhibit 6, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving	\$120.00 per hour Regardless of location. No drive time will be charged.

	<p>QTT will meet with parent(s), kin, and children, as appropriate for an intake. Additional information will be provided by the Department and other professionals. After gathering the strengths and challenges, QTT will create a plan for the Family Time Coaching service to be approved by the Department. Coaching will occur two (2) to eight (8) hours per week and may include;</p> <p>1) Parenting Education- QTT will utilize aspects of the curriculum from Love and Logic, Nurturing Parenting, Everyday Parenting, and child development principles from the American Pediatric Association.</p> <p>2) Family Time Orientation-Services include an orientation among the parties (parents and kin) led by QTT. The purpose of the orientation would be to establish Family Time Expectations that all parties agree to during the meeting</p> <p>3) Kin-Supervised Family Time Support- Coaching services can be utilized when extra support is needed in a kin-supervised family time setting. QTT will assess the current dynamic of family time and will work with parents and kin to improve dynamics so that</p>	<p>services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

		<p>kin-supervised family time can continue.</p> <p>4) Unsupervised Time Support-Coaching services can be utilized when parents are at an unsupervised status or the children have returned home and extra education and support is needed to preserve or promote the reunification.</p>		
9	Transportation	<p>Transportation by Contractor of children and/or parents as approved in advance by the Department. (This does not include Contactor's staff transportation to/from services outlined in this Table since those corresponding rates reflect that expense.) Transportation will be charged whenever it occurs even if the session does not take place. In the event a parent(s) does not attend, the Parent Accountability Plan (PAP) will be updated to require that the parent confirm their next session date and time before the child(ren) is brought to the location.</p> <p>Accountability Plan (PAP) will prevent this from happening again because parents will need to confirm their visit ahead of time and/or arrive at the office before children are brought to the office, etc.</p>	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	<p>\$50.00 per hour</p> <p>Rate for actual drive time if Contactor transports child(ren) and/or parent(s). Billed round-trip from Contactor's office to visitation site. Rate is billable in 15-minute increments.</p>
10	Individual Therapy	Therapeutic service between a licensed therapist and a singular client with the	Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and	\$150.00 per hour

		<p>goal of achieving a mental, emotional, and behavioral state where children are kept safe from harm in any form. Modalities of treatment may include cognitive-behavioral therapy, solution-focused therapy, psychoeducation, and/or trauma-informed therapy to potentially include Eye Movement Desensitization and Reprocessing (EMDR). Referrals will identify the frequency and length of sessions needed. Generally, referrals will be for 90-minute sessions unless a two (2) hour session is necessary in a given week or for a certain period of time.</p>	<p>family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Exhibit 6, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>This will be billed in 30-minute increments if needed, i.e., a 90-minute session will be invoiced at \$225.00 for the session.</p>
11	Flex Family Time (office-based)	Flex Family Time Sessions will be available two (2) sessions per week, for two (2) hours per session. Sessions will	Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Exhibit 6, but any report	\$150.00 per hour

	<p>be held one (1) weekday evening and one (1) weekend and will be available to parents who have been moved to a Flex Status, or when the Department has an urgent need to schedule a family time session within 72 hours.</p> <p>A parent will be moved to Flex Status if they have a history of no-shows for their regularly scheduled Family Time. The Contractor will notify the QTT Family Time Group via email of the parent's Flex Status and the parent will have to contact the Contractor directly to sign up for a Flex Family Time session. The parent will be required to confirm 24 hours before the Flex Family Time session so that the Contractor has time to arrange for the caregivers to bring the children.</p> <p>Flex Family Time can accommodate two families simultaneously if deemed appropriate by the QTT supervisor. If it is not appropriate, QTT will seek to assign a second supervisor for that Flex Family Time session.</p> <p>If more than one family is scheduled for Flex Family Time and that family requires a therapeutic supervisor, QTT will staff a therapeutic supervisor for Flex Family Time at the therapeutic rate</p>	<p>must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>If two families are scheduled for Flex Family Time and a parent(s) No-Show's, the Department will not be charged a No-Show fee.</p> <p>If more than two families are scheduled for Flex Family Time and an additional supervisor is required, the No-show rate is one hour of the service that would have been offered.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>and not the Flex Family Time rate. In the case of non-therapeutic family time, a non-therapeutic supervisor may be assigned, in which case billing will occur at the regular supervised family time rate.</p> <p>The Department is paying for a guaranteed supervisor at the hourly Flex Family Time rate for Flex Family Time Sessions. If a parent(s) no-show for a Flex Family Time session, the Department will only be responsible for paying the hourly rate for the guaranteed Flex Family Time hours only.</p>		
12	<p>Professional Staffing</p> <p>(In person, phone or virtual)</p>	<p>At the request of the Department, the Family Time provider may be requested to attend various professional case specific staffings to discuss various topics such as, 1) case progress, 2) issues and barriers, and 3) difficult cases that require additional coordination or work beyond normal check-in's and progress updates.</p>	<p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>Rate will be reimbursed at the same hourly rate as the service listed in the referral.</p> <p>Time will pro-rated into 15-minute increments.</p>
13	<p>Family Partnership Meetings (FPM)</p>	<p>Visitation provider will be invited to all FPMs, and will participate as their schedule allows and when there are items regarding visitation that are critical to the discussion. Regular (routine) visitation updates will be</p>	<p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>Rate will be reimbursed at the same hourly rate as the service listed in the referral that</p>

		<p>provided in the monthly reports. However, if the Case Worker reaches out seven (7) days prior to the FPM, they can obtain a more current report or update. The most current report will be used in the FPM. Generally, a 1 hour meeting every 90 days, but may vary based on case. Attendance may be done via phone or video call.</p>		<p>caused the Department to invite Contractor to FPM (up to \$100/hour).</p> <p>Time will pro-rated into 15-minute increments with a one hour minimum.</p>
14	<p>Court Testimony (for staff holding a Bachelor's or Master's, or less)</p>	<p>With proper notice, staff will waive formal service of a subpoena and provide court testimony about services rendered under this Contract including Contractor's opinions and/or observations.</p> <p>This applies when the Department subpoenas the Contractor (as opposed to client's counsel, the State, or District Attorney for example). The rate outlined in this Attachment applies if the service is provided to the client regardless of whether the Contractor was paid for the service by Medicaid, CHP+, or other third-party insurance.</p>	<p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>Court Testimony- \$75.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice for up to one hour of court testimony. No charges will apply if the subpoena is released more than 24 hours</p>

				<p>before the scheduled testimony time.</p> <p>Preparation Time: \$37.50 per hour, up to the amount of preparation time agreed upon with the County Attorney's Office upon receipt of the subpoena.</p> <p>Drive Time: \$18.75 per hour. All time is billable in 15-minute increments.</p>
15	Court Testimony (for Staff licensed as an MD, Psychiatrist, LCSW, LPC, LMFT or Psychologist)	Same as above.	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	\$200.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice

				<p>for up to one hour of court testimony. No testimony charges will apply if the subpoena is released more than 24 hours before the scheduled testimony time.</p> <p>\$100.00 up to the amount of preparation time agreed to between Contractor and County Attorney's Office following receipt of subpoena.</p> <p>\$50.00 for drive time</p> <p>All time is billable in 15-minute increments.</p>
--	--	--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT 4 REFERRAL FOR SERVICES

R550

Colorado Department of Human Service
Trails System Report
Division of Child Welfare
Service Referral Form - CW/DYC

General Information

CW Service Referral

Referral ID/Case ID: 123456 **Referral/Case Name:** Brane **Case Open or Referral Date:** 04/14/2011
Created By: **Worker:** Wilson, Brad
Created Date: 07/21/2011 **Email Address:**
County Name: Douglas **Phone Number:**

Individuals Referred

<u>Client(s) Name</u>	<u>Date of Birth</u>	<u>Age</u>	<u>Gender</u>	<u>State ID</u>	<u>Client ID</u>
Melon Brane	08/08/1994	16	Male	G95959	251111
Edgar Brane	06/09/1963	48	Male		251112
Somar T. Brane	05/31/1964	47	Male		251113

Contact Information

Name: Edgar Branes **Home Phone:** (303) 668-6868
Address: 444 Common Sense DR **Work Phone:**
 Highlands Ranch CO 80126

Provider Contact Information

Provider ID: 95968 **Provider Name:** Magic Wand Counseling
Provider Address: 166 South Colorado **Provider Phone:** (303) 946-4654
 Suite 200
 Denver, CO 80220
Service Category: Core Services **Service Type:** Multi Systemic Therapy
Funding Source: Core
Srvc Ref Start Date: 07/21/2011 **Srvc Ref End Date:** 10/21/2011
Reason for Referral: Melon was in placement at Youth Recovery Center. MST is part of the approved after care program. Permanency goal is to remain home. Primary drugs of choice are alcohol and marijuana.
Services Requested:

Units Authorized

Service Detail: Treatment Package-Intensive **Start Date:** 07/21/2011
Unit Type: MONTHLY **End Date:** 10/21/2011
Units Authorized: **Per:** **Selected Rate:** \$1,200.00
Adjusted Rate:

EXHIBIT 5
MONTHLY REPORT EXAMPLE

Provider/ Company Name
Provider Address
Provider email and phone

Client: Name
Therapist: Name
Reporting Month: Month
Case Worker: Name
Sessions Dates: List dates of service
Missed Sessions: List dates of missed appointments
Level of family participation: indicate if Low Medium High

Initial Goals of Service: Indicate why services were referred and goals of service.

Progress: Yes No Partial

Notes: Give progress update here.

Concerns and Ongoing Service: indicate reason services are either still needed or are closing out. what is left to work on in therapy. Treatment goals etc.

Therapist Recommendations: Therapeutic recommendations to include any recommended changes to referral or frequency of service etc.

Therapist: sign and date

EXHIBIT 6
QTT Referral

(See following two pages



QTT FAMILY TIME PROGRAM REFERRAL FORM
McLaughlin Counseling, LLC

CASEWORKERS PLEASE NOTE: A 45-day TRAILS referral must be approved by your supervisor and submitted to the accounting department before QTT will be able to contact clients.

Case Name:
Trails Case ID:
Court Case Number:

Caseworker's name:
Caseworker's e-mail address:
Caseworker's cell phone number:

Client's name (parent requiring supervision):
Client's DOB:
Client's email address:
Client's phone number:
Client's home address:

Client's name (second parent requiring supervision, if applicable):
Client's DOB:
Client's email address:
Client's phone number:
Client's home address:

Children's names with DOB:

Caregiver's name:
Caregiver's title (father, foster parent, grandparent etc.):
Caregiver's e-mail address:
Caregiver's phone number:
Caregiver's home address:

GAL and/or CFY name:
Respondent Counsel name:
GAL for parent name (if applicable):

TRAILS Referral start date:
TRAILS Referral end date:
Next FPM date:

What are the child welfare safety concerns; reason for DHS involvement? (PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE):

Why is professional supervision necessary for this case?

What do you see as the biggest risk factors for the children during family time?

How much family time per week and how many hours per family time session are you requesting?

Are you requesting therapeutic family time, regular family time, or monitored family time (monitored family time means in person pop-ins and virtual check-ins) and why?

Where would you like family time to occur initially (Quality Time Together office, DHS family room, community, kin/caregiver's home, parent's home, other)?

Who will be transporting the children to and from family time?

Are there any current Court Orders regarding level of supervision, frequency of visits or anything else related to family time?

Are there any specific rules for family time in this particular case (i.e. no-contact between parents and caregivers, other protection orders, families cannot go for walks or play outside with QTT supervisor, family time must be video/audio recorded, parents cannot take photographs of their children, parents are not allowed to provide food, etc.)

Is there anything else you would like us to know before we start family time?

EXHIBIT B 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 **\$500,000** 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. Each insurance policy required above shall state 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.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Ruby Richards, Director

DESCRIPTION: Contract with Savio House for Child Welfare Core Services.

SUMMARY: This Master Service Agreement (MSA) and Scope of Services Agreement (SOSA), provide Child Welfare involved clients and families with core services. The Department of Human Services (Department) released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and Savio House was identified as a preferred vendor following qualifications review.

RECOMMENDED ACTION: Approve and sign

REVIEW:

Ruby Richards	Approve	3/26/2025
Jeff Garcia	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

MSA & SOSA- Savio House 2025

**MASTER SERVICES AGREEMENT (MSA)
SAVIO HOUSE**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SAVIO HOUSE**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and the Contractor responded; and

WHEREAS, the County selected the Contractor as a preferred vendor during the RFQ process; 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. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between Contractor and the County which shall apply to and control any Scope of Service Agreements (SOSA). The SOSA shall later provide and be limited to any specific Scope of Work and financial terms between the Contractor and the County.

Services provided by Contractor shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Agreement.

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

2. LINE OF AUTHORITY: Ruby Richards, (the “Authorized Representative”) is designated the County representative for administering and clarifying the terms of this agreement for the County.

3. MAXIMUM AGREEMENT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in a fully executed SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. 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 Contractor. Any potential expenditure for this Agreement outside the fiscal year of the SOSA or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

4. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Contract that: a) it is not suspended or disbarred at the time services begin or Contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the Department any changes in items a or b; and d) it understands that it may be required to repay all funds received if the Department learns the Contractor was suspended or disbarred at any time during service delivery or while under Contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2028. This Agreement and any SOSA executed that references this Agreement 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 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 a Contractor Representative 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 County.

8. INDEMNIFICATION: The County cannot and by this Agreement 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 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 Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, , or any subsequent agreement subject to 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.

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 Agreement, or any subsequent agreement subject to this Agreement, 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 Agreement, 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 Agreement, or any subsequent agreement subject to this Agreement, 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 Agreement.

13. OWNERSHIP OF DOCUMENTS: Specifications, drawings, guidelines and any other documents prepared by the Contractor in connection with this Agreement, or any subsequent agreement subject to this Agreement, shall be the property of the County, except for documentation identified as the Contractor's pre-existing intellectual property.

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

15. TERMINATION: The County shall have the right to terminate this Agreement, 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 Agreement shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement and any subsequent SOSA for any satisfactory work completed pursuant to the terms of this Agreement 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 Agreement by the Contractor.

16. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to: Ruby Richards, Director
 Department of Human Services
 4400 Castleton Court
 Castle Rock, CO 80109
 Telephone: (303) 814-5395
 E-Mail: rarichar@douglas.co.us

with a copy to: Douglas County Attorney's Office
 100 Third Street
 Castle Rock, CO 80104
 Telephone: (303) 660-7414
 Facsimile: (303) 688-6596

and by the County to:

Norma Aguilar-Dave, Executive Director
Savio House
325 King Street
Denver, CO 80219
Naguilar-dave@saviohouse.org
Phone: (303) 225-4100
Facsimile: (303) 935-1001

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via email, 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 Agreement, 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 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 Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. FOREIGN ENTITY: The Contractor is a Foreign Entity if its business was formed in a different state. A Foreign Entity that transacts business or conducts activities in Colorado must be registered with the Colorado Secretary of State by filing a Statement of Foreign Entity Authority. A Foreign Entity shall not transact business or conduct activities with the County until its Statement of Foreign Entity Authority is filed in the records of the Colorado Secretary of State.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement 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 Agreement. Consistent with the above, the parties will comply with, including but not limited to, all provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and Criminal Justice Information Services (“CJIS”) Security Policy when handling information that may fall under these statutes.

21. 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.

22. NO THIRD PARTY BENEFICIARIES: 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 Contractor, 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.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County Director of Communication and Public Affairs. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

24. 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 by this reference.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, 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 Agreement.

26. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

27. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit B, 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 Agreement.

28. 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.

29. CONFIDENTIALITY OF INFORMATION: Both parties understand and agree that data, materials, and information disclosed by a party to the other party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each party covenants that data, material and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without prior disclosure to the other party if and when the circumstances allow.

30. DATA SECURITY and COMPLIANCE WITH C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 regarding Protections for Consumer Data Privacy. The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach. In addition, the Contractor shall: a) employ acceptable security standards; and b) immediately notify County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes

31. RISKS AND MITIGATIONS: The Parties acknowledge and agree that risks associated with personnel and the actions of those personnel remain wholly with the employer of the personnel. The Parties acknowledge and agree that the nature of the services and work products produced under this Agreement is such that risks related to the services and work products are small when the services and work products conform to specifications. Douglas County shall specify the services and work products and shall describe acceptance criteria by which the services and work products will be determined to have met specifications. The Contractor shall apply standards and diligence to ensure that services and work products conform to specifications and meet acceptance criteria. Specifications and acceptance criteria shall be documented in an Exhibit A Scope of Services Agreement under this Master Services Agreement.

32. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel without reason by providing Ten days' notice, or any other provisions therein, as set forth in Section 14, should any disputes arise with respect to this Agreement or referencing SOSA, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Both Parties agree to give best efforts to resolve disputes amicably whenever possible. As such, the Parties will try to resolve disputes at the lowest level possible, starting with each Party's Authorized Representative. Disputes can be elevated when appropriate to higher level decision makers if and as deemed appropriate under the circumstances. The Contractor and the County agree that, the existence of a dispute notwithstanding, each party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within a mutually agreed upon timeframe, the parties may mutually agree to submit the dispute to mediation. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement.

33. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement or referencing SOSA or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) calendar days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

34. 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:

- 1st This Agreement, Sections 1 through 36
- 2nd Exhibit A – SOSA- Core Services and subsequent agreements and amendments (inclusive of Exhibit 1- Exhibit 5)
- 3rd Exhibit B- Insurance Requirements
- 4th Request for Qualifications (#043-22)
- 5th Response to Request for Qualifications

35. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract will be considered a Breach of Contract and may be subjected to legal action, termination of contract and/or any additional applicable legal remedies available to the County.

36. 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.

(Remainder of Page Intentionally Blank)

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

Savio House

BY: Norma Aguilar-Dave
Norma Aguilar-Dave, Executive Director

DATE: 03/13/2025

Signature of Notary Public Required:

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 13th day of March, 2025, by Norma Aguilar-Dave.

Witness my hand and official seal

Christine Dickerman
Notary Public

My commission expires: 10.17.2028

CHRISTINE DICKERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244038551
MY COMMISSION EXPIRES OCTOBER 17, 2028

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-2026
SAVIO HOUSE-CORE

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SAVIO HOUSE**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the County has an active Master Services Agreement, (the “MSA”) with the Contractor to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Contractor on March ____, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Two Hundred Thousand Dollars (\$200,000.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit 1, the Contractor attests by virtue of executing this Public Contract for Services that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

The Contractor will make reasonable efforts to review requirements to become a Medicaid provider and invoice all Medicaid services accordingly should they become a Medicaid

provider. The Contractor will reimburse the Department for any funds paid by the Department for a service previously or subsequently paid for by Medicaid.

In the event that third-party payment is available for any service described in Exhibit 1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit 1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2026. This SOSA 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.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

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

SAVIO HOUSE

BY: *Norma Aguilar-Dave*
Norma Aguilar-Dave, Executive Director

DATE: 03/13/2025

ATTEST: (if a corporation)

BY: _____
(Print name and title)

SIGNATURE: _____

DATE: _____

EXHIBIT 1

The Contractor agrees to provide service(s) and deliverables outlined herein and specifically listed in Exhibit 3. Services provided outside of this Exhibit 1 will be deemed gratuitous to and are subject to non-payment by the Department of Human Services' (the "Department") discretion.

1. General Provisions

- a. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
- b. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
- c. Client missed appointments shall be reported to the Department as soon as possible but no more than forty-eight (48) hours after the missed appointment.
- d. Any safety concerns or events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, or other events that could be considered pertinent to client welfare shall also be reported to the Department as soon as possible but no more than forty-eight (48) hours after the Contractor becomes aware of such issue or information; and may require immediate action determined by legal mandated reporting responsibilities.
- e. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 16 of the Master Service Agreement (MSA), and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
- f. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.
- g. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

2. Staff Background Checks

- a. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
- b. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this Contract have submitted to and passed a fingerprint-based CBI and FBI

- criminal background check prior to commencing provision of services under this Contract.
- ii. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - iii. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - v. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
- c. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
- i. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Early Childhood (CDEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.
 - iii. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
- d. When applicable, Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.
- e. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.

3. Staff Assignments and Performance

- a. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 7 of the Master Service Agreement (MSA) prior to commencing work under this Contract.
- b. If the Department becomes dissatisfied with the Contractor's performance (inclusive of employees, subcontractors, interns, mentors or volunteers), the Department will notify the Contractor. Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns are not resolved to the Department's satisfaction, the Contractor's staff will not be allowed to provide services under this Contract.
- c. The Contractor and its employees, subcontractors, interns, mentors or volunteers shall remain in good standing with the appropriate licensing authority(ies) if applicable to performance of service provided. Temporary suspension, permanent loss, or any change of a license status that renders the person ineligible to provide service at any time during this Contract is considered a Breach of Contract, and payment will not be rendered for any services performed when required licensure was not in effect and good standing and may result in Contract termination.

4. Referrals

- a. The Department will request service using the "Referral for Services" (See Exhibit 4.) for the person, services(s), unit(s), and rate(s) identified in Exhibit 3.
- b. The services will be provided at the location(s) noted on the "Referral for Service".
- c. The "Referral for Services" will include identifying information such as the name and address of the family, social history, medical and educational information, as appropriate.
- d. The "Referral for Services" must be received by the provider prior to the commencement of services.
- e. The Contractor may only provide service(s) listed in a current "Referral for Services" for services described in Exhibit 3. Services provided without a current Referral, any additional service(s), or an activity not outlined in the service description is subject to non-payment. Questions about the Referral, services and dates should be directed back to the Case Workers.
- f. In rare circumstances, the Department may wish to utilize services outlined herein for clients participating in another program or where services will be paid for using an alternate funding stream. Should this occur, Exhibit 3 will not be applicable. Rather, the Department will outline all required referral elements in writing, and the Contractor agrees to provide services as outlined in paragraph 5, Services and Deliverables (below) and Exhibit 2. The rates for services contained in Exhibit 3 will still apply as to any services provided under this paragraph.

5. Services and Deliverables

- a. Services and deliverables are listed in Exhibit 3.
- b. The Contractor will ensure staff are appropriately credentialed. This includes:
 - 1) required training, certifications and licenses;
 - 2) insurance; and
 - 3) background checks as required by law and specified in this Contract, to render these services.

- c. Missing or incomplete deliverables with insufficient detail will result in slower invoice review and payment processing due to additional follow-up. Required deliverable(s) never provided or late deliverable(s) are subject to non-payment.

During the course of this Contract, the Department will:

1. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams;
2. Provide clients information regarding rights and fair hearings;
3. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with the Contractor; and
4. Schedule meetings, inclusive of background check reviews, with the Contractor as needed.

(Remainder of Page Intentionally Blank)

EXHIBIT 2 METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Exhibit 3 and accept any and all forms of payment.
2. Providers will only be paid for services authorized on an approved “Referral for Service.” Verbally discussed rates between the Department staff and the Contractor are not binding. Required deliverable(s) never provided will result in non-payment, reduction of future payment, or demand for reimbursement.
3. Rates outlined in Exhibit 3 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not charge the Department rates greater than those charged to other persons in the same geographic area. The Contractor will not be paid more than one time for the same service, or more than the Maximum Contract Liability as outlined in paragraph 3 of this Contract.
4. If the Contractor or client misses an appointment or service, it will not be paid. Monthly rates will be pro-rated depending on when services begin or end in the month.
5. The Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party unless otherwise noted in the “Referral for Services” or other Department documentation. When applicable, documentation of a denial of benefits from a third-party provider may be requested by the Department.
6. Invoices submitted must reflect actual services rendered and cannot be estimates or requests for pre-payment. Monthly rates will be pro-rated to accurately reflect when clients begin services and end dates for services in partial months. Partial payment for services rendered without full completion of the service and/or deliverable(s), inclusive of court testimony, may be provided at the Department’s discretion.
7. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Complete invoices will only use the service names listed in Exhibit 3 and include the required deliverable(s) listed in Exhibit 3. Failure to submit invoices timely or without required deliverables may result in non-payment.
8. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days to ensure all services have been invoiced and paid. Delinquent invoices are subject to non-payment.**
9. Invoices and back-up documentation may only be sent via:
 - a) secure email to CWAccounting@douglas.co.us,
 - b) posted to the Department’s OneDrive contractor folder, or
 - c) mailed to:

Douglas County Human Services
Attn: Business Office

4400 Castleton Court
Castle Rock, CO 80109

The Contractor will email CWAccounting@douglas.co.us when new invoices have been added to OneDrive or existing documents edited in OneDrive.

(Remainder of Page Intentionally Blank)

**EXHIBIT 3
SERVICES, DELIVERABLES AND RATES**

Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered. Complete invoices will only use the service names listed in Exhibit 3 and include the required deliverable(s) listed in Exhibit 3. Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)	Rate & Unit
1	Multi-Systemic Therapy (MST)	An intensive home-based, evidence-based program for adolescents 11 to 18 exhibiting antisocial behavior such as repeated legal involvement (truancy, serious defiance and rule violation, aggression, property destruction, running away) and/or illegal substance use. Model assesses various areas to include school, family, peers and community. The key is full family cooperation and effective communication with other systemic areas. Adolescents and family members should NOT be actively involved in additional treatment, e.g., substance abuse, individual/family therapy, during MST unless clinically indicated and agreed upon by the treatment team.	<p>Intake/Assessment - Completed to determine appropriateness of service within 10 days of the service start date. Contractor will notify Department of assessment outcome when done for services to continue.</p> <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress,</p>	\$2,254.00 per month

			<p>11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	
2	Multi-Systemic Therapy with Contingency Management (MST-CM)	Intensive home-based, evidenced-based program for working with adolescents between the ages of 11 and 18 exhibiting antisocial behavior such as repeated legal involvement (truancy, serious defiance and rule violation, aggression, property destruction, running away) and/or illegal substance use. Assesses various areas of the adolescent's life to include school, family, peers and community. The key is the full cooperation of the family and effective communication with other systemic areas. Adolescents and family members involved in MST should not be actively involved in additional treatment (substance abuse, individual/family therapy, etc.) during	Same as above.	\$2,554.00 per month

		MST unless clinically indicated and agreed upon by the treatment team Contingency Management protocol (CM) is available and has been built-in to the program to support various contributing problems to include substance abuse. May be provided up to 12 hours per week. The frequency of visits varies by family need.		
3	Multi-Systemic Therapy with Problematic Sexual Behaviors (MST-PSB)	A family and community-based treatment approach for adolescents with problem sexual behaviors designed to promote victim's safety and reduce risk of future problem behaviors and criminal activity. Focuses on the wide range of individual, family, peer and academic problems commonly associated with juvenile sexual offending. Not an exclusive service and may work with other providers during treatment. May be provided up to 12 hours per week. The frequency of visits varies by family need.	Same as above.	\$2,803.00 per month
4	Functional Family Therapy (FFT)	An evidence-based, community and/or in-home intervention designed to increase family skills to promote positive family relationships. This is a phasic model designed to engage and motivate families to reduce or eliminate the problem behaviors, negative family relational patterns through individualized family interventions. The program serves are adolescents	Same as above.	\$1,250.00 per month

		ages 12-17 at imminent risk of placement or are in out-of-home placement and may be returned home within 2 weeks from the service begin date.		
5	Functional Family Therapy with Gang Affiliation (FFT-G)	A family intervention designed to help youth that are gang-involved or at-risk for becoming gang involved. Utilizes the core Functional Family Therapy model and has been shown to work with gang-involved or at-risk youth. Targets risk factors relevant to gang-involved youth (conflictual family relationships, antisocial behaviors, impulsivity, substance use, lack of supervision). Treatment is intensive, and all sessions are conducted in the family home or at a location convenient to the youth and family. Family is defined broadly to include individuals that are important to the youth, which may include other members of the youth's gang. Works closely with community partners to support the intervention and help youth and families meet their individual and family goals. Has demonstrated significant recidivism reductions for drug charges, adjudicated delinquency, property charges, along with reductions in arrests (felony and crimes against persons).	Same as above.	\$1,400.00 per month
6	Functional Family	An evidence-based community/in-home intervention designed to increase family	Same as above.	\$1,550.00 per month

	Therapy with Contingency Management (FFT-CM)	skills to promote positive family relationships. Functional Family Therapy is a phasic model designed to engage and motivate families to reduce or eliminate the problem behaviors, negative family relational patterns through individualized family interventions. The eligible population being served by this program are adolescents, ages 12-17, who are in imminent risk of placement or are in out-of-home placement and may be returned home within 2 weeks from the FFT begin date. Contingency Management protocol (CM) has been built-in to the program to support various contributing problems to include substance abuse.		
7	Community-Based Services – Child Protection (Intensive Package with 5-6 hours)	A community-based program that focuses on providing intensive in-home child protection services for families with young children ages birth to 12 years who have come to the attention of Child Welfare because of an abuse and / or neglect complaint. Services include parenting classes, in-home parenting instruction, individual and family counseling and safety planning. The goal of this service is to prevent out-of-home placement or to smoothly transition children from out-of-home care safely back into their homes. Parents attend and complete a 12-week	Same as above.	\$2,476.00 per month

		Parenting Skill Enhancement Training program as well as receive individualized in-home parenting skill instruction. Services provided by Master's level individual. Package level is mutually agreed upon by Department and Contactor based on client and case needs.		
8	Community-Based Services - Child Protection (Moderate Package - Package with 3-4 hours)	Same as above except 3-4 hours per week.	Same as above.	\$1,850.00 per month
9	Community-Based Services – Child Protection (Low Package with 1-2 hours)	Same as above except 1-2 hours per week.	Same as above.	\$1,170.00 per month
10	Community-Based Services – Adolescents (Intensive Package with 5-6 hours)	A community-based program focusing on reducing out-of-control behaviors of youth (ages 13-18) by addressing identified issues that contribute to the behavior. The goal is to prevent out-of-home placement or to smoothly transition children from out-of-home care safely back into their homes. This strength-based model may incorporate	Same as above.	\$2,476.00 per month

		cognitive behavioral therapy and family group conferencing principles. Services provided by Master's level individual. Package level is mutually agreed upon by Department and Contactor based on client and case needs.		
11	Community-Based Services – Adolescents (Moderate Package with 3-4 hours)	Same as above except 3-4 hours per week.	Same as above.	\$1,850.00 per month
12	Community-Based Services – Adolescents (Low Package with 1-2 hours)	Same as above except 1-2 hours per week.	Same as above.	\$1,170.00 per month
13	Trauma Systems Therapy - Home-Based	A model of care for traumatized children addressing the child's emotional needs as well as social environment. Focuses on breaking down barriers between service systems, understanding the child's symptoms in the context of his or her world, and building on family strengths. Both a clinical and organizational model targeted for ages 6-19 years. Model involves choosing a series of interventions that correspond to the fit between the traumatized child's own emotional regulation capacities and the	Same as above.	\$1,819.00 per month

		ability of the child’s social environment and system of care to help him or her manage their emotions. Also includes regulation skills building, exposure therapy, and cognitive processing based on Cognitive Behavioral approaches.		
14	Trauma Focused Cognitive Behavioral Therapy (TF-CBT) – Home-based	An evidenced-based treatment for children 3 – 18 years experiencing trauma-related difficulties as the result of one or multiple traumatic events and their non-offending parent/caretaker. Can be delivered in a variety of settings including an office, family home, kinship home, adoptive home, residential treatment facility, group home, etc. Designed to be a relatively short intervention lasting 12 – 20 sessions typically. Longer lengths of stay do occur with more complex trauma symptoms. One 90-minute session each week.	Same as above.	\$1,128.00 per month
15	Trauma Focused Cognitive Behavioral Therapy (TF-CBT) - Office-based	Same as above except location.	Same as above.	\$775.00 per month
16	Supervised Family Time (English)	Provides a safe, child-friendly environment that allows parents to engage in monitored contact with their child(ren). Used primarily when children are placed out-of-home	Same as above.	\$120.00 per hour

		<p>because of abuse or neglect and are unable to return to their home. Upon entry, an assessment will be conducted to ascertain parenting abilities, strengths, needs and potential risks. Results are used by family time workers to guide the level of monitoring, support, and education to be provided to parents during sessions. Family time workers ensure child safety and confidentiality by assisting the transition between foster home parent/caretaker, family time, and back to foster home parent/caretaker. During family time, workers maintain the safety of the child while educating, mentoring and training parents to encourage bonding and healthy parenting. Workers also provide role modeling to foster healthy parent and child interactions. Service assists clients to make positive changes in the quality of parenting interactions with their child(ren).</p>		
17	Supervised Family Time (Spanish)	Same as above except language.	Same as above.	<p>\$132.00 per hour</p> <p>For this service missed appointments must be invoiced separately and will be paid out of</p>

				a different funding stream.
18	Therapeutic Family Time (English)	Provides a safe, child-friendly environment, which allows parents with high safety risks to have contact with children facilitated by therapist. Include an element of intervention akin to family therapy. Cognitive, emotional, and behavioral welfare of children will be enhanced during family time. In most cases, will include an accountability and empathy process in which parents write a letter to their children under the direction of therapist. Will occur in office, unless a different location is necessary per Caseworker. Therapists will always be within earshot and line-of-sight. Therapists ensure child safety and confidentiality by assisting the transition between caregiver and parent. During sessions, therapist maintains the safety of the children, while educating, mentoring, and encouraging bonding and healthy parenting. Also provide role modeling to foster healthy parent-child interactions. As a result, parents can make positive changes in quality of each interaction with children and become ready for a step-down to a lower level of supervision. Occur in 3-month increments at Department discretion. Services will be re-	Same as above.	\$140.00 per hour For this service missed appointments must be invoiced separately and will be paid out of a different funding stream.

		evaluated by the professional team every 30 days.		
19	Therapeutic Family Time (Spanish)	Same as above except language.	Same as above.	\$154.00 per hour For this service missed appointments must be invoiced separately and will be paid out of a different funding stream.
20	Sexual Abuse Intervention (SAI) (Intensive Package with 5-6 hours; all ages)	Includes family therapy, offense specific treatment group, individual therapy, in-home supervision and safety contracts, school containment contracts, polygraphs, and weekly caretaker groups. Providers will be involved in the Multi-Disciplinary Facilitation Team as an integral component of treatment decisions. Participants will be able to identify offending patterns, control and resist deviant fantasies, utilize coping skills, demonstrate knowledge of the relapse prevention program. Caretakers will be able to identify behaviors, sequences and patterns, identify risk factors/symptoms related to victimization and abuse, demonstrate consistent and appropriate supervision of children and enforcement of safety plans, and demonstrate healthy	Same as above.	\$2,576.00 per month

		boundaries for all family members with consistent ability to provide structure and appropriate discipline. Package level is mutually agreed upon by Department and Contactor based on client and case needs.		
21	Sexual Abuse Intervention (SAI) (Moderate Package with 3-4 hours; all ages)	Same as above except 3-4 hours per week.	Same as above.	\$1,850.00 per month
22	Sexual Abuse Intervention (SAI) (Low Package with 1-2 hours; all ages)	Same as above except 1-2 hours per week.	Same as above.	\$1,170.00 per month
23	Community-based Skills Coaching for Adolescents (Intensive Package with 5-6 hours)	Youth may have treatment needs in drug and alcohol services; tracking; mentoring; family intervention; educational support; employment/vocational support; restorative justice; independent living skills; crisis intervention; and aftercare. Specialized services, e.g., mental health treatment, is provided. Contractor staff are a support system for youth and family with the goal to increase their ability to access ecological networks of	Same as above.	\$2,250.00 per month

		support. Establishing this network enables the youth and family to maintain learned skills and increase likelihood of success after discharge. Package level is mutually agreed upon by Department and Contactor based on client and case needs.		
24	Community-based Skills Coaching for Adolescents (Moderate Package with 3-4 hours)	Same as above except 3-4 hours per week.	Same as above.	\$1,650.00 per month
25	Community-based Skills Coaching for Adolescents (Low Package with 1-2 hours)	Same as above except 1-2 hours per week.	Same as above.	\$1,015.00 per month
26	Family Coaching (High Package with 5-6 hours)	Utilized with a goal to stop families from becoming involved in the system by connecting them to necessary resources that ensure basic needs are met. Includes, but not limited to, child care, school enrollment, financial and medical assistance programs, furniture and housing, local food bank and thrift store connections, and helping establish a usable network of support services and people. Provide an initial	Same as above.	\$2,250.00 per month

		assessment, that includes the stabilization of immediate crisis situations. Once family is stabilized, ongoing needs assessments will be conducted with family and other relevant professionals including the caseworker to determine the goals. Provides in-home coaching to improve parenting skills, communication, and overall family functioning. Based on the Homebuilders Model that engages families by delivering services in their own homes and communities. Can provide therapeutic services on an as needed basis with a therapist or refer the family to a community resource to meet this need. Services provided by bachelor's level individual. Package level is mutually agreed upon by Department and Contactor based on client and case needs.		
27	Family Coaching (Moderate Package with 3-4 hours)	Same as above except 3-4 hours per week.	Same as above.	\$1,650.00 per month
28	Family Coaching (Low Package with 1-2 hours)	Same as above except 1-2 hours per week.	Same as above.	\$1,015.00 per month

29	Child First (Home-based)	A two-generation mental health intervention for children (0-5 years) and their families who likely have current or past Department involvement. For young children who experienced trauma and/or have social-emotional, behavioral, developmental and/or learning problems. Most will live in environments where there is violence, neglect, mental illness, substance abuse or homelessness. Goals are to help family heal from the effects of trauma and adversity; improve child and parent mental health; improve child development; and reduce child abuse and neglect.	Same as above.	\$1,956.00 per month
30	Eye Movement Desensitization and Reprocessing (EMDR)	Focuses on traumatic memories. Intended to change the way memories are stored thus reducing and eliminating problematic symptoms. An accelerated learning process is stimulated by EDMR's standardized procedures which incorporate the use of eye movements and other forms of rhythmic bilateral stimulation. While client focuses on trauma memory and simultaneously experience bilateral stimulation, vividness and emotion of memory are reduced. Insights gained are more from client's own accelerated intellectual and emotional processes.	Same as above.	\$1,128.00 per month
31	SafeCare	Only for Court-ordered families, an in-home evidence-based parent training	Same as above.	\$970.00 per month

		program for families with children age birth to 5 years. Offers parenting skills in four key areas: 1) health, 2) home safety, 3) parent-child/parent-infant interactions, and problem solving and communication.		
32	Adolescent Sibling Rate for Any Bundled Service	If the Department initially requests a bundled service for a specific child and an additional sibling is added to the service, instead of Contractor charging the same rate this is the rate charged per additional sibling. This applies to services #1-15, 20-22 and 24-32 of this Attachment.	Same deliverable(s) as corresponds to service(s) provided to the initial sibling receiving services.	\$1,227.00 per month
33	Spanish Language for Monthly Services	This rate is added to any of the bundled services (#1-15, 20-22, 23-32 of this Attachment). It is added per month, per authorization when applicable.	Same deliverable(s) as corresponds to service(s) provided to the client initially.	\$100.00 per month, per authorization for a bundled service
34	Transportation	Transportation for staff to go to any service #1 through #34 of this Attachment. This does not apply if staff are driving to and from their normal office or work site location for the day. Rather, this applies for any staff or client transportation to a community location that is over 35 miles one way. No other parking fees, tolls or costs can be invoiced.	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	\$50.00 per hour prorated in 15-minute increments for actual drive time
35	Rate Modifier	To be used when a Core bundled service for families occurs outside of Savio's 35- mile catchment area. Miles are calculated based on the assigned	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	\$500.00 per month

		office for the staff and the address where services will be delivered.		
36	Family Partnership Meetings (FPM)	Attendance at the FPM at the Department's request. Generally, a 1 hour meeting every 90 days, but may vary based on case. Attendance may be done via phone or video call.	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Rate will be reimbursed at the same hourly rate as the service listed in the referral that caused the Department to invite Contractor to FPM (up to \$100/hour). To be billed in 15-minute increments.
37	Court Testimony (for staff holding a Bachelor's or Master's, or less)	With proper notice, staff will waive formal service of a subpoena and provide court testimony about services rendered under this Contract including Contractor's opinions and/or observations. This applies when the Department subpoenas the Contractor (as opposed to client's counsel, the State, or District Attorney for example). The rate outlined in this Attachment applies if the service is provided to the client regardless of whether the Contractor was paid for the service by Medicaid, CHP+, or other third-party insurance.	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Court Testimony- \$75.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice for up to one hour of court

				<p>testimony. No charges will apply if the subpoena is released more than 24 hours before the scheduled testimony time.</p> <p>Preparation Time: \$37.50 per hour, up to the amount of preparation time agreed upon with the County Attorney's Office upon receipt of the subpoena.</p> <p>Drive Time: \$18.75 per hour. All time is billable in 15-minute increments.</p>
38	Court Testimony (for Staff licensed as an MD, Psychiatrist, LCSW, LPC, LMFT or Psychologist)	Same as above.	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	<p>Court Testimony: \$200.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is</p>

				<p>released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice for up to one hour of court testimony. No testimony charges will apply if the subpoena is released more than 24 hours before the scheduled testimony time.</p> <p>Preparation Time: \$100.00 per hour, up to the amount of preparation time agreed upon with the County Attorney's Office upon receipt of the subpoena</p> <p>Drive Time: \$50.00 per hour. All time is billable in 15-minute increments.</p>
--	--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT 4 REFERRAL FOR SERVICES

R550

Colorado Department of Human Service
Trails System Report
Division of Child Welfare
Service Referral Form - CW/DYC

General Information

CW Service Referral

Referral ID/Case ID: 123456	Referral/Case Name: Brane	Case Open or Referral Date: 04/14/2011
Created By:	Worker: Wilson, Brad	
Created Date: 07/21/2011	Email Address:	
	Phone Number:	
County Name: Douglas		

Individuals Referred

<u>Client(s) Name</u>	<u>Date of Birth</u>	<u>Age</u>	<u>Gender</u>	<u>State ID</u>	<u>Client ID</u>
Melon Brane	08/08/1994	16	Male	G95959	251111
Edgar Brane	06/09/1963	48	Male		251112
Somar T. Brane	05/31/1964	47	Male		251113

Contact Information

Name: Edgar Branes	Home Phone: (303) 668-6868
Address: 444 Common Sense DR Highlands Ranch CO 80126	Work Phone:

Provider Contact Information

Provider ID: 95968	Provider Name: Magic Wand Counseling
Provider Address: 166 South Colorado Suite 200 Denver, CO 80220	Provider Phone: (303) 946-4654
Service Category: Core Services	Service Type: Multi Systemic Therapy
Funding Source: Core	
Srvc Ref Start Date: 07/21/2011	Srvc Ref End Date: 10/21/2011
Reason for Referral: Melon was in placement at Youth Recovery Center. MST is part of the approved after care program. Permanency goal is to remain home. Primary drugs of choice are alcohol and marijuana.	
Services Requested:	

Units Authorized

Service Detail: Treatment Package-Intensive	Start Date: 07/21/2011
Unit Type: MONTHLY	End Date: 10/21/2011
Units Authorized: Per:	Selected Rate: \$1,200.00
	Adjusted Rate:

EXHIBIT 5
MONTHLY REPORT EXAMPLE

Provider/ Company Name
Provider Address
Provider email and phone

Client: Name
Therapist: Name
Reporting Month: Month
Case Worker: Name
Sessions Dates: List dates of service
Missed Sessions: List dates of missed appointments
Level of family participation: indicate if Low Medium High

Initial Goals of Service: Indicate why services were referred and goals of service.

Progress: Yes No Partial

Notes: Give progress update here.

Concerns and Ongoing Service: indicate reason services are either still needed or are closing out. what is left to work on in therapy. Treatment goals etc.

Therapist Recommendations: Therapeutic recommendations to include any recommended changes to referral or frequency of service etc.

Therapist: sign and date

Exhibit B
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. Each insurance policy required above shall state 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.

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Mike Wise, Sr. Manager Application Services

DESCRIPTION: Harris Corrections PreTrial360 Software Implementation Project Amendment In the Amount of \$72,765.00.

SUMMARY: Extend contract term and add custom software development and product enhancements to the scope of work required to implement the PreTrial360 software as a replacement for legacy Community Justice Management System software. The total request is for \$72,765.00 budgeted from the Technology Fund: 800900.

RECOMMENDED ACTION: Approval of the contract amendment for the Harris Corrections PreTrial360 Software Implementation Project in the Amount of \$72,765.00

REVIEW:

John Huber	Approve	4/1/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025
Suzi Crowell - FYI	Notified - FYI	4/4/2025

ATTACHMENTS:

Harris Corrections SOSA 2023-01 Amend 8 72765.00 AD Edits accepted 03.19.2025

EXHIBIT A-1
EIGHTH AMENDMENT TO SCOPE OF SERVICES AGREEMENT 2023-01
Harris Corrections Solutions Inc.

THIS EIGHTH AMENDMENT TO THE SCOPE OF SERVICES AGREEMENT (the “Amendment”) is entered into as of _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS** of the County of Douglas, State of Colorado (the “County”) and **HARRIS CORRECTIONS SOLUTIONS INC.**, authorized to do business in Colorado (the “Consultant”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Scope of Services Agreement 2023-01 dated November 14, 2023, (the “Contract”) to replace the existing Pretrial Management Services application with Harris Corrections Offender 360™ Pretrial Management Software which supports the requirements of the County; and

WHEREAS, the Parties originally agreed to a maximum contract liability in the amount of \$995,692.00 and term for services from January 1, 2024, through December 31, 2024; and

WHEREAS, the Parties have amended the Contract seven times to (i) increase the maximum contract liability to \$1,152,499.00, (ii) extend the term for services through January 1, 2025, and (iii) update the scope of work exhibit with custom software changes, product feature development, incremental project management support, and associated financial milestones; and

WHEREAS, the Parties now desire to amend the Contract an eighth time to (i) increase the maximum contract liability by \$72,765.00, (ii) extend the term for services through July 1, 2025, and (iii) update the scope of work exhibit with additional custom software changes, product feature development, and incremental project management support; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract; and

WHEREAS, the Parties now have determined that additional clarifications are needed.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 5 of the Contract is hereby amended to read:

MAXIMUM CONTRACT LIABILITY: Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$1,225,214.00)**. The funds appropriate for this Eighth Amendment are **SEVENTY-TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$72,765.00)** for Fiscal Year 2025. In no event shall the County be liable for payment under

this for any amount in excess of thereof, unless mutually agreed to and approved by the Parties. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Section 6 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:00 a.m. on **January 22, 2025**, and terminate at 12:00 a.m. on **July 1, 2025**. This SOSA 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.

3. **Exhibit 1** of the Contract is hereby amended by adding custom software changes, product feature development, and incremental project management support terms as contained in the attached **Exhibit 1-A**, incorporated herein by this reference.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, the First through Seventh Amendments, and this Eighth Amendment, the terms of this Eighth Amendment shall control. Except as expressly set forth in this Eighth Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Eighth Amendment.
5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

(Remainder of Page Intentionally Blank)

Exhibit 1

Legal Entity:	<u>Harris Corrections Solutions Inc</u>	Change Request Number:	<u>CR-008</u>
Prepared By:	<u>Lori Mercer</u>	Date:	<u>03/14/2025</u>
Project:	<u>Douglas County Pretrial Management System</u>	Phase:	<u>Stabilize</u>

CUSTOMER NAME AND ADDRESS	CUSTOMER CONTACT NAME AUTHORIZED TO REQUEST CHANGE
Douglas County Government 100 Third Street Castle Rock, CO 80104	John Huber jhuber@douglas.co.us
PROJECT MANAGER	CONTRACT NUMBER
Glenn DeRoy	MSA 2023-2028
REQUEST DATE	REQUESTED BY:
02/25/2025	Craig Vacura

CHANGE TYPE – CHECK ALL APPLICABLE

X	Requirements	X	Design		Training
X	Schedule	X	QA/Test		Estimate

PAYMENT TYPE – SOURCE

X	Fixed Price		Time and Materials
	Contract Amendment		

CHANGE INFORMATION:

PROPOSED CHANGE SUMMARY DESCRIPTION
<p>This Change Request constitutes an addendum and amendment to the Statement of Work dated 11/13/2023, <i>Douglas County Pretrial Management System</i>, and is governed by the MSA dated 11/13/2023 between <i>Douglas County and Harris Corrections Solutions (HCOR)</i>.</p> <p>This document addresses a change in the project schedule and the following changes in the project scope.</p> <ul style="list-style-type: none"> Revised Go-Live date Custom changes - specifically designed/developed for DC Product backlog – future roadmap items for Pretrial360 that are being moved into the project timeline New financial milestones schedule <p>1) New Go-Live date</p> <p>Delays in completion of User Acceptance Testing due to outstanding defect remediation by HCOR and identification of additional scope items required for go live by CJS, have pushed the project</p>

schedule past the baselined schedule. A revised project schedule was reviewed with Douglas County IT onsite on February 20th, 2025, and subsequently approved by CJS. The new Go-Live date is targeted for June 2, 2025 (assuming agreement and approval is in place by both parties to start work on the items identified in this CR on or before March 17, 2025).

2) New Enhancements required for Go-Live

This Change Request addresses the change in scope resulting from decisions made at the on-site Leadership meetings held on February 19 and 20, 2025. The table below is a list of new requirements that must be met prior to Go-Live.

ID	Title	Functional Category	Cost	Assumptions	Custom
38446	UAT - Involvement Adding cases to additional Conditions	Involvements General	\$654	Build as per expected results documented as of 3/13/25	Custom
38521	UAT - Fees Case Association needs to allow multiple cases	Payments/Fees	\$1,177	Build as per expected results documented as of 3/13/25	Custom
38800	UAT - Bond Supervision = Yes not updating PTRS Involvement	Bond Involvement	\$1,308	Build as per expected results documented as of 3/13/25	Custom
38932	MOP Sanction - Editable Recommendations	Multiple Offender Program (MOP)	\$6,017	Estimate based on layout design currently documented. Build as per expected results documented as of 3/13/25	Custom
38953	UAT - MOP Phase dates should be unlocked	Multiple Offender Program (MOP)	\$12,949	Build as per expected results documented as of 3/13/25 *Needs to be developed with 38954	Custom
38954	UAT - MOP Days Served calculation	Multiple Offender Program (MOP)	\$4,970	Build as per expected results documented as of 3/13/25 Scope is as described in the document attached to ADO (3/5/25) *Needs to be developed with 38953	Custom

ID	Title	Functional Category	Cost	Assumptions	Custom
38960	UAT - MOP missing phase info on General Involvement	Multiple Offender Program (MOP)	\$3,662	Build as per expected results documented as of 3/13/25 *Cannot be developed until 38953, and 38954 are sorted out.	Custom
39016	UAT - Reports GPS Detail Report (not the list)	Reports	\$3,139	Build as per expected results documented as of 3/13/25	Custom
38205	UAT - MOP Ability to cancel/delete a sanction	Multiple Offender Program (MOP)	\$2,093	Build as per expected results documented as of 3/13/25	Custom

3) Product backlog – future roadmap items for PT360 to be brought into the project timeline.

This Change Request also includes DC requirements which HCOR agreed to add to future product roadmap items for PT360. The table below itemizes those items that DC has indicated are critical for go live and are being added to the scope of the project to be completed for the DC Go-Live.

ID	Title	Functional Category	Cost	Assumptions	Product Backlog
38193	UAT - Bond Assessment missing charges	Bond Involvement	\$1,308	Build as per expected results documented as of 3/13/23	Product Backlog
38936	UAT - UPS change address for radius search	Community Service	\$10,200	Build as per expected results documented as of 3/13/24	Product Backlog
38961	UAT - Fees Missing Outstanding Balance on involvement	Payments/Fees	\$1,308	Build as per expected results documented as of 3/13/25	Product Backlog

4) Incremental Project Management Support

The design, development, and validation of the requirements listed in the two tables above for custom enhancements and accelerated project roadmap items, will extend the project schedule by approximately 15 weeks. Project Management support is not included in the line item estimates for the changes listed in the tables above. HCOR will cover 1 month (4 weeks) of the incremental Project Management Support at no cost to DC. The remaining incremental cost to DC for PM Services for this extension is \$23,980.

5) New Milestone Schedule

After completing an assessment of the work remaining to complete the activities required for go-live, HCOR is proposing to adjust the project milestones as follows:

#	Deliverable Name	Amount	Complete	Planned Date
1	Project Initiation	\$104,402	Yes	Paid
2	Project Plan Complete	\$52,201	Yes	Paid
3	Functional Gap Analysis Complete	\$95,702	Yes	Paid
4	Training Plan Complete	\$34,801	Yes	Paid
5	Integration Technical Design Complete	\$49,198	Yes	Paid
6	Data Migration Mapping Complete	\$146,065	Yes	Paid
7	Functional Configuration Complete	\$87,002	Yes	Paid
8	Integrations Complete	\$65,596	Yes	Paid
9	System Integration Testing Complete	\$52,201	Yes	Paid
10	UAT Complete	\$34,801	No	March 24, 2025
11	Cutover Plan Complete	\$17,400	Yes	Paid
12	Standard User Training Complete	\$34,801	Yes	Paid
13	CR006 - P2B Tables, Docs and Image Upload	\$19,315	Yes	Paid
14	Final Data Migration Complete*	\$87,638	Yes	March 17, 2025
15	CR007 – Critical Enhancements & Pre Go-Live	\$24,975	Yes	Paid
16	Production Go-Live Complete	\$34,801	No	June 2, 2025
17	CR007- Critical Enhancements Post Go-Live	\$24,975	Yes	Paid
18	Hypercare Period Complete	\$60,901	No	July 1, 2025

* Final Data Migration testing been validated and accepted by DC PM Craig Vacura 03/12/2025.

JUSTIFICATION AND IMPACT OF PROPOSED CHANGE

This Change Request is being submitted to capture changes in scope and timeline to achieve go-live that was agreed upon in the on-site meetings on February 19 and 20, 2025. Changes to project costs are identified in the summary table below.

PRICE SUMMARY TABLE

The table below summarizes the price and payment schedule for the changes-in-scope items described in this Change Request:

#	Description	Payment schedule	Price
1	New Enhancements required for Go-Live	Invoice when CR is signed by DC	\$48,785
2	Incremental PM Support	Invoice when CR is signed by DC	\$23,980
Net Cost of CR008			\$72,765

Services defined herein are governed by the terms and conditions of the Master Services Agreement and any applicable Statement of Work. Both parties agree to the Statement of Work changes as defined above.

When approved by both parties, each Change Request becomes a Change Order.

Agreed to by:

	Harris Corrections Solutions Inc
Customer Signature	Legal Entity Signature
	Justin Davis, Executive Vice President
Printed Name	Printed Name
Date	Date

THANK YOU FOR YOUR BUSINESS!

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Mike Wise

DESCRIPTION: Circular Edge- JD Edwards CNC Managed Services in the Amount of \$126,000.00.

SUMMARY: Contract with Circular Edge, LLC. in the amount of \$126,000.00 to provide IT CNC Managed Support Services for JD Edwards. Funding has been allocated from the maintenance budget 18900.444500

RECOMMENDED ACTION: Approve the Circular Edge JD Edwards CNC Managed Services in the Amount of \$126,000.

REVIEW:

John Huber	Approve	4/2/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/3/2025
Doug DeBord	Approve	4/3/2025
Suzi Crowell - FYI	Notified - FYI	4/3/2025

ATTACHMENTS:

Circular Edge SOSA 2025-07 126000.00 CNC JDE Final

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-07
Circular Edge, LLC

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **CIRCULAR EDGE, LLC**, authorized to do business in Colorado (the “Consultant”). The County and the Consultant are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an active Master Services Agreement dated November 15, 2022, (the “MSA”) for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like a JDE developer resource added to the support team; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

- 1. MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and the Consultant.
- 2. SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.
- 3. MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **ONE HUNDRED TWENTY SIX THOUSAND AND ZERO CENTS (\$126,000.00)** for fiscal year 2025. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- 4. TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on **April 1, 2025**, and terminate at 11:59 a.m. on **March 31, 2026**. This SOSA 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.
- 5. COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.



Smart Help

JDE E1 CNC & Oracle DBA Managed Services Support SOW#7

Monday, March 17, 2025

Prepared by:

Cade Mulloy

Account Executive

Circular Edge, LLC | www.CircularEdge.com

Mobile: 308-760-4788 | <mailto:Cade.Mulloy@CircularEdge.com>

Tonio Thomas

Director – Cloud & Technology Services

Circular Edge, LLC | www.CircularEdge.com

Mobile: 571-232-2895 | TonioT@CircularEdge.com

Confidential

Table of Contents

1. Executive Summary..... 2

2. About Circular Edge 2

3. SOW Tasks..... 2

 a) JDE CNC and Oracle Database Managed Services Scope 2

 b) Out of Scope 4

4. Service Location & Hours 4

5. Service Level Agreement (SLA)..... 4

6. Assumptions..... 5

7. Contract Period & Dates 5

8. Pricing and Terms for Fixed Price Model..... 6

9. SOW Modifications & Other Projects..... 8

10. Ticketing and Reporting 8

11. Invoicing & Payments..... 8

12. On Boarding Process 9

13. Service Quality and Rate Protection 9

14. Smart Help’s Mutual Promise 9

15. Statement of Work Acceptance 11

Appendix A – List of Servers in scope of support..... 12

Appendix B – Lynx Monitoring Tool 13

Appendix C – Service Onboarding & Delivery Details 19

1. Executive Summary

This **Statement of Work #7 (SOW#7)** has been developed by Circular Edge, LLC (“Circular Edge” or “CE”) for **Douglas County (“COUNTY”)** to receive **Smart Help E1 CNC & Oracle DBA Managed Services Support** for its Enterprise Applications environment. The goal of this engagement is to establish a valuable support relationship and partnership in which Circular Edge provides ongoing E1 CNC & Oracle DBA support and guidance while continuously looking out for the COUNTY’s best interests.

2. About Circular Edge

Started in 2003, CE is a **3x award winning JDE consulting company** having been **recognized by the Oracle JD Edwards Product Team** for continuously **Delivering & Showcasing Customer Success** in 2017, 2019 & 2020/2021. We understand that change is constant and the best way to support our customers’ success is to care for their present needs. Through **Smart Help Managed Services** our customers have the flexibility to utilize hours freely across multiple areas and to tap into a direct staff of 200+ technical & functional resources.

3. SOW Tasks

a) JDE CNC and Oracle Database Managed Services Scope

- Task / Request Based **CNC** Activities
 - User / Role Security and Administration
 - Project promotions, package build and deployment
 - Full Package Builds (All Environments), Update Packages (Production)
 - Preventive and Proactive Maintenance
 - System and Job Monitoring
 - ESU Application
 - JDE Data Refresh
 - Performance Tuning
 - L2 and L3 Troubleshooting
 - System Audits
 - ReportsNow Administration
 - Linux Cron job maintenance on JDE Servers
 - Linux shell scripts maintenance on JDE servers – small changes to existing scripts. (Creation of brand-new scripts or major rewrite of existing scripts will be out of scope of managed services and can be executed as change orders)

- Periodic **CNC** Activities
 - Monthly System Restarts
 - Weekend and Monthly Maintenance Activities
 - System Audits
 - Full Package Builds for all environments.
 - Periodic (as needed) logfile review and maintenance.
 - Review compatibility and end of life of various components of the JDE architecture including – OS, DB, WebLogic, Visual Studio, and Vertex.
 - Quarterly Oracle CPU patching for WebLogic and Java on JDE servers
 - Quarterly application of Vertex Updates using documented processes followed by the County.
- Oracle Database Managed Services Activities
 - Database Monitoring and Alerting
 - Production Issue Troubleshooting
 - Oracle CPU Patching
 - Backup management and monitoring
 - Data Export / Import
 - User Security and Administration
 - Tablespace Monitoring and Management
 - Table and Index De-fragmentation as needed.
 - Statistics Update as needed.
 - Executing SQL Statements provided by County team.
 - Preparing SQL Statements to be executed based on requirements provided by County Team. (Any DML statements will be tested in non-production first and affected data backed up prior to execution).
- Lynx Monitoring Tool Add-On (Please refer to **Appendix B** for detailed list of Lynx monitor types and functionality)
 - Setup and Configuration of Lynx Monitors
 - Generate Reports from Historical monitor data when needed
- Standard Operating Procedures (SOPs)
 - Creation of SOP documents for support areas and tasks agreed to by THE COUNTY
 - Implementation and execution of SOPs created above.
 - See **Appendix C** for Service Onboarding & Delivery Details

Servers in scope of support listed in [Appendix A](#)

b) Out of Scope

- Operating System, Networking, Storage Activities for On prem systems
- Antivirus, end point protection, OS Patch Management
- Third Party system support and issues not directly related to JDE E1 issues.
- JDE Application / Tools Upgrades (Can be executed as projects)
- Ongoing support of skills & technologies outside of those listed above

4. Service Location & Hours

- Support activities to be performed remotely (Resources based remotely and out of US & India facilities).
- THE COUNTY Support Team includes US Account Manager, US Lead and resources across US & India.
- Whenever agreed that a resource should travel onsite, travel & expenses billed on actuals.
- Support Coverage is 24x7 as per the SLAs described in the following section.

5. Service Level Agreement (SLA)

Proposed Service Response Times

Problem Severity	Time Slot (MT)	Response Time		Status Frequency	
		Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
Severity 1	8AM to 6PM	< 15 mins	< 30 mins	< 1 hour	< 1 hour
	6PM to 8AM	< 30 mins	< 30 mins	< 1 hour	< 1 hour
Severity 2	8AM to 6PM	< 60 mins	< 90 mins	< 4 hours	< 4 hours
	6PM to 8AM	< 90 mins	< 90 mins	< 4 hours	< 4 hours
Severity 3	8AM to 6PM	< 8 Hours	Next Working Day	Next Working Day	NA
	6PM to 8AM	Next Working Day	Next Working Day	NA	NA

*All Severity 1 issues should be entered into CE ticketing system followed by a phone call to the designated support number

Any work to be performed on the system during off hours, holidays, and weekends apart from scheduled maintenance activities need to be requested at least 4 working days in advance. While we

will do our best to accommodate requests outside of this window, we cannot guarantee resource availability.

Proposed Severity Rating Guidelines

Type	Description
Severity 1	<ul style="list-style-type: none"> • A major service/application is unavailable, and the business is unable to operate. Examples include complete loss of service, crashed production system or degraded performance is impacting users from performing daily tasks. • A large amount of business-critical data is unavailable (Issue with the database) • The issue, if not quickly resolved or replied to, may result in a serious loss for the company or will create a service or system unavailable situation.
Severity 2	<ul style="list-style-type: none"> • Severe impact on day-to-day activities affecting multiple users. Examples include: Jobs ending in error, unable to access applications/menus, jobs in wait indefinitely, cannot process AP checks or 1099s • Experiencing intermittent failures
Severity 3	<ul style="list-style-type: none"> • No immediate or minor business impact and workaround exists • Single user impacted. • A new feature fails to work, but no one is dependent on the feature yet • All problems on non-production systems, such as test and development environments

*Guidelines above provided as recommendations. Issue severity levels determined by THE COUNTY.

6. Assumptions

THE COUNTY will provide all required connections & credentials to provide effective support defined in scope.

7. Contract Period & Dates

Period: 12 Months

Contract Start Date: April 1st, 2025

Contract End Date: March 31st, 2026

Auto-Renewal(s): This SOW#7 will continue to renew automatically for subsequent 12-month terms unless canceled with written notice no less than 90 days prior to the current term.

8. Pricing and Terms for Fixed Price Model

Area	Monthly Cost
JDE CNC Managed Services	\$10,500 USD
Oracle DBA Managed Services	
Lynx JDE Monitoring Tool Subscription	
Smart Build Package Build Automation Subscription	

- The prices quoted in this SOW are valid for a 3-year term, with increases being capped at a 3% increase annually.

Fixed Cost solution for CNC and DBA Managed Services has the following limits, terms, and exclusions.

Environment Parameters	
Production Environment	1
Production Pathcode	1
Non-Production Pathcodes	Up to 4
Production Enterprise Servers	Up to 2
Non-Production Enterprise Servers	Up to 2
Production Web Servers	Up to 2
Non-Production Web Servers	Up to 2
AIS Servers	Up to 2
JDE Database servers	Up to 2
FAT Clients	No Limit
E1 Users	Up to 100 Concurrent
JDE Production Database Size	Up to 750 GB

Task Parameters	
Non-Prod Update Builds per month	*Unlimited
Prod Update Builds per month	5
Full Builds per year	12
JDE Data Refreshes	1 per month
ESUs per month	Up to 5 (per pathcode)

General CNC Support	Unlimited
Oracle DBA Support	Unlimited

*Assumes SmartBuild will be used. Manual Non-Prod builds done by the COUNTY staff.

Environment Parameter - List of Oracle Database Servers to be supported.

VM	Env	OS	DB Version	Edition	Size	Usage
dvdc-ora	DV	RHEL 8.5	19.0	Standard	40G	DC General
dve1entora	DV/UA	RHEL 7.9	19.0	Standard	700G	JDE
dvhsc-ora	DV	RHEL 8.5	19.0	Standard	40G	Human Services
dvoradmhsc	DV	CentOS 7.9	12.1.0.1	Standard	165G	Human Services
nporadc12	DV/UA	CentOS 7.9	12.1.0.2	Standard	100G	DC General
prdc-ora	PR	RHEL 8.5	19.0	Standard	40G	DC General
pre1entora	PR	RHEL 7.9	19.0	Standard	440G	JDE
prhsc-ora	PR	RHEL 8.5	19.0	Standard	40G	Human Services
proradc12	PR	CentOS 7.9	12.1.0.2	Standard	64G	DC General
proradmhsc	PR	CentOS 7.9	12.1.0.1	Standard	165G	Human Services
uadc-ora	UA	RHEL 8.8	19.0	Standard	40G	DC General
uahsc-ora	UA	RHEL 8.5	19.0	Standard	40G	Human Services

Terms

- Changes in Environment Parameters can result in an increase in monthly fee. Circular Edge will review and let The COUNTY Pacific know in advance should such a change be anticipated
- Exceeding Task Parameters can result in additional fees billed on a T&M basis as incurred using the rate of **\$135/HR**. Circular Edge will review and let The COUNTY Pacific know should such a charge be anticipated.
- No additional fees or costs will be charged without written consent (email approval) from The COUNTY.

Exclusions

- Training activities
- Does not include any non-CNC resource efforts such as

- Functional and Application Resource efforts
- Development Resource efforts
- Operating System, Storage and Networking Activities
- Major Application / ESU updates – Can be handled as T&M projects using existing rate cards
- Major Tools or Application Upgrades - Can be handled as T&M projects using existing rate cards
- Third Party System support not identified in scope.2
- Database upgrades
- Oracle DBA support for databases not listed above.

Rate Card for Projects

Resource Type	CNC Architect	Architect/ Lead/PM
Rate / Hour	\$165	\$175

LynX Configuration – Servers Included in Subscription Cost

- 1 Production Enterprise Server \ Database Server
- 1 Non-Production Enterprise Server \ Database Server
- 3 Web Servers
- 1 Deployment Server / Server Manager
- 1 Load balanced URL
- 2 ReportsNow Servers

9. SOW Modifications & Other Projects

Any additional projects or changes to this SOW#7 will require a separate Amendment or SOW. These may include upgrades, audits, migrations and onsite engagements, as well as adding or removing support skills, modifying scope, increasing or decreasing hours, etc.

10. Ticketing and Reporting

All ticketing for SmartHelp will be done through Circular Edge ticketing system. Circular Edge will provide a Dashboard that will indicate the utilization, availability and carryover hours every month.

11. Invoicing & Payments

THE COUNTY invoiced monthly. Payment terms are net 30 Days. Circular Edge Tax ID #20-0261745.

12. On Boarding Process

All key contact points, commutation mechanisms, ticketing system and escalation procedures will be defined with an **Engagement Operational Document** delivered at the start of the engagement.

13. Service Quality and Rate Protection

In order to ensure delivery of quality support services and SLAs, the contracted resource rates will be reviewed semi-annually and may increase up to 5% or based on Consumer Price Index.

14. Smart Help's Mutual Promise

This **Smart Help** SOW#7 is flexible and elastic by design. At the core of **Smart Help** there has always been and will continue to be the ability to expand and contract skills, resources and services as demands of business and/or industry change.

In the future should THE COUNTY need to adjust the terms defined within this SOW, Circular Edge will strive to be flexible and elastic so as to support the success of THE COUNTY. Circular Edge asks the same, should there be a time in the future when CE needs to adjust the terms, that each party might work together toward a common solution that supports the success of each other's business.

Smart Help. #Flexible #Elastic #Freedom #Happiness

JD Edwards	Oracle CX	Third Party Products	Development	CNC Basic Tasks	SQL Admin Tasks
Sales & Distribution Manufacturing Finance / HCM Real Estate / AREF Deal Flow Automation Warehouse Mgmt Transportation Mgmt Health & Safety Incident Mgmt Apparel Mgmt Inventory Management Cycle Counts Lot / Serial Automation Chart of Accounts Capacity Planning VCP / ASCP EDI Design Localizations (GST, VAT) Financial Reporting Multi-Currency Business Process Improvement (BPI) QA, SOX, 1099s, & Much More	Sales Cloud CPQ Cloud Marketing Cloud / Eloqua ATG Web Commerce Service Cloud Tailored Workflows Integrations Blueprint Reporting & Dashboards SSO & Security Upgrade Cycle Support & Much More	Smart Scheduler JDESign AtomIQ AutoXCHNG DSI / RFSmart Insight/Hubble ReportsNow Cognos / Business Objects Vertex / Avalara Essentio Canon EIP Create!Form / Optio / Transform All Out Security/Q Soft Snap POS/Snap Pay ERP2Web TIDAL Scheduler Automic Scheduler (AppWorx) Everest Single Sign-On Admin, Monitoring Troubleshooting Level 1, 2, 3 Support & Much More	C++ Java/.NET Web Services Business Services (BSSV) FDA/RDA Financial Report Writer Retrofitting Interfaces / Integrations SOAP / REST API Business Functions Workflow Modeler Page Composer E1 Pages / Cafe1 IoT / AIS MAF / MAX / Mobile JET / ADF BML QA / Scripts ETL Tools JavaScript JSON, APEX Groovy, PHP SSO & More	User Security and Administration OMW Promotions, Package Builds & Deployments System Monitoring Job Monitoring Proactive/Preventive Maintenance Level 1 Troubleshooting ESU Application	User & Security Admin Backup Monitoring Backup & Restore Performance Monitoring Index Reorg & Maint
	Other Oracle OBIEE / BI Cloud HCM Cloud EPM Cloud / Hyperion BI Publisher OATS Fusion Middleware / ICS Identity & Access Management VCP, ASCP & Much More			CNC Advanced Tasks Apps & Tools Upgrades Lift & Shifts, Migrations Environment Creation Data Refreshes Server and Database Migrations Performance Tuning Level 2 & 3 Troubleshooting Capacity Planning System Audits	AS400 Admin Tasks User & Security Admin Job / Print Queue Mgmt Backup Monitoring and Tape Management System Monitoring Capacity Planning MIMIX Monitoring
					Oracle Admin Tasks User & Security Admin Tablespace & Backup Monitoring and Management Database Export / Import DBMS Scheduler Tasks Alert Log Monitoring Dataguard Monitoring

[SIGNATURES INTENTIONALLY CONTINUED ON NEXT PAGE]

15. Statement of Work Acceptance

This **Statement of Work #7** is issued as of March 11th 2025, for consulting services to be provided by Circular Edge to The COUNTY. The signatures below indicate acceptance and provide authorization for Circular Edge to proceed with the assignment as outlined in this Statement of Work.

This Statement of Work is governed by the terms and conditions noted in the Master Services Agreement(MSA) signed by Circular Edge and COUNTY.

	CIRCULAR EDGE, LLC		DOUGLAS COUNTY
By:		By:	
Print Name:	sAchin cHoudhari	Print Name:	
Title:	CEO	Title:	
Date:		Date:	
Address:	399 Campus Drive, #102 Somerset NJ 08873	Address:	

Appendix A – List of Servers in scope of support

Server Name	Type	Description
PRE1ENTORA.vm.douglas.co.us	JDE / DB	Enterprise Server/Database Server - PD
PRE1WEBORC22.dcgov.douglas.us	JDE	Web Server / AIS - PD
PRE1DEPLOY22.dcgov.douglas.co.us	JDE	Deployment Server - PD
DVE1ENTORA.vm.douglas.co.us	JDE / DB	Enterprise Server/Database Server - Non-Prod
DVE1WEBORC22.dcgov.douglas.us	JDE	Web Server / AIS - Non-Prod
dcw10-dvjde01	JDE	Fat Client
dcw10-dvjde02	JDE	Fat Client
dcw10-dvjde03	JDE	Fat Client
dcw10-dvjde04	JDE	Fat Client
dcw10-dvjde05	JDE	Fat Client
dcw10-Denovo1	JDE	Fat Client
dcw10-Denovo2	JDE	Fat Client
PRREPORTSSDAS	3rd party	Fat Client - ReportsNow
PRREPORTSNOW	3rd party	ReportsNow Server - Mobi





Appendix B – Lynx Monitoring Tool






MTR for Lynx Server






- Windows 2016 / Windows 2019
- SQL Server 2012 or above Database for repository (Can be on the same server or an existing SQL Server DB)
- 2 vCPU, 8 GB RAM , C:100 , D:300







Detailed requirements for Lynx Server will be provided.







Overview of the Lynx monitor functionality is listed below.


Monitor Type	What does it monitor?	Server Type
 PING	<p>Check if a computer or device can be reached by pinging it. Alerts are sent when:</p> <ul style="list-style-type: none"> • The server cannot be pinged • The server cannot be pinged within a specified timeout • The server is pinged after a failed attempt 	All Servers
 PORT	<p>Checks if a port is reachable on a computer or device. Use this monitor to check if E1 ports on your Enterprise, HTML or Server Manager servers can be accessed. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The specified port cannot be opened • The specified port cannot be opened within a timeout • The specified port is opened after a failed attempt 	All Servers
 DATABASE CONNECTIVITY	<p>Checks if a database connection can be opened. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The database is not reachable • The database cannot be opened within a specified timeout • The database connection is opened after a failed attempt • A database query does not execute within a specified timeout 	All Database Servers
 	<p>Monitors the processing of reports on E1 report servers. Report thresholds can be set by report and version. Alerts are sent out when:</p> <ul style="list-style-type: none"> • A report has been waiting beyond a configured threshold 	E1 Enterprise Servers

Monitor Type	What does it monitor?	Server Type
REPORT	<ul style="list-style-type: none"> • A report has been processing beyond a configured threshold • A report ends in error 	
 QUEUE	<p>Monitors queues on E1 report servers. Queue thresholds are set by queue name. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The number of waiting jobs in a queue exceeds the configured threshold <i>consistently</i> over a time period <p>The monitor can also be configured to re-prioritize jobs if one user submits too many jobs within a short time.</p>	E1 Enterprise Servers
 KERNEL (NATIVE)	<p>Checks if kernels are running. This is configured by kernel type. Alerts are sent out when:</p> <ul style="list-style-type: none"> • A kernel type is not running • A kernel type is out of range • A kernel type is back in the configured range 	E1 Enterprise Servers
 SCHEDULER SERVER	<p>Checks if the E1 scheduler server is functioning properly. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The scheduler status is down • The scheduler's is behind schedule • The scheduler recovers after being down 	E1 Enterprise Servers
 SCHEDULED REPORT	<p>Checks if your critical scheduled reports are running as expected. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The scheduled report was not submitted by the scheduler • The scheduled report did not start by a certain time • The scheduled report did not complete by a certain time 	E1 Enterprise Servers
 SUBSYSTEM	<p>Checks if subsystem jobs are processing. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The subsystem report is not running • The number of unprocessed jobs exceeded the threshold 	E1 Enterprise Servers

Monitor Type	What does it monitor?	Server Type
  WEBAPP	<p>Monitors any web application, including E1. The monitor can be configured to send out screenshots of the browser along with the alerts. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The Web URL did not launch • Login to the Web app fails • A web task did not complete • A web task did not complete within a timeout • All web tasks completed successfully (after a previous failure) 	E1 HTML Servers
 FILE/LOG	<p>Monitors any folder for files and the contents of the file for keywords. Keywords may include regular expressions and wild cards. Alerts are sent out when:</p> <ul style="list-style-type: none"> • A keyword was located in a file <p>In addition, it can also perform the following tasks:</p> <ul style="list-style-type: none"> • Clean up files older than a given date. This frees you from manually cleaning up folders that accumulate logs • Archive logs locally on the monitor server and optionally clean up the archive as well 	All Servers
 SMCONSOLE, HOME, INSTANCE	<p>Checks if the Server Manager Console, Home and Instances are up. Alerts are sent out when:</p> <ul style="list-style-type: none"> • The Server Manager entity is down • The Server Manager entity is up after a previous failure 	E1 Server Manager
 ENTERPRISE SERVER	<p>Monitors Enterprise Servers defined in Server Manager. You can set thresholds on:</p> <ul style="list-style-type: none"> • Network Jobs (range) • Kernel Jobs (range) • Security Users • Call Object Users • CPU with sustenance • Memory with sustenance 	E1 Enterprise Servers

Monitor Type	What does it monitor?	Server Type
 <p>ENTERPRISE SERVER PROCESS</p>	<p>Monitors kernels of Enterprise Servers defined in Server Manager. You can set thresholds on:</p> <ul style="list-style-type: none"> • JDE Log Size • Users • Memory with sustenance • CPU with sustenance 	E1 Enterprise Servers
 <p>ENTERPRISE SERVERDISK</p>	<p>Monitors disk usage of Enterprise Servers defined in Server Manager. You can set thresholds on:</p> <ul style="list-style-type: none"> • Free space (MB) • Free space (%) 	E1 Enterprise Servers
 <p>ENTERPRISE SERVER KERNEL RANGE</p>	<p>Monitors kernel range Enterprise Servers defined in Server Manager. Alerts are created when:</p> <ul style="list-style-type: none"> • # of Kernels of a type is out of range. • # of Kernels of a type is back in range. 	E1 Enterprise Servers
 <p>HTMLSERVER</p>	<p>Monitors HTML Servers defined in Server Manager. You can set thresholds on:</p> <ul style="list-style-type: none"> • Active users with sustenance • Heap, Committed and Actual Memory with sustenance • User disabled status 	E1 HTML Server E1 BSSV Server E1 AIS Server
 <p>AIS SERVER</p>	<p>Logins to AIS Server and opens forms. You can set thresholds on:</p> <ul style="list-style-type: none"> • Time taken to login and open forms, with sustenance 	E1 AIS Server
 <p>CALOBJECT</p>	<p>Monitors call object stats of HTML Servers defined in Server Manager. You can set thresholds on:</p> <ul style="list-style-type: none"> • Application Errors • Timeout Errors • System Errors • Execution Time 	E1 Enterprise Servers


Monitor Type	What does it monitor?	Server Type
 COMMAND	Runs a command and monitors its exit code. Exit codes can be tied to meaningful descriptions. Use this feature to monitor just about anything! Alerts are sent out when: <ul style="list-style-type: none"> • The command fails • The command succeeds after a previous failure 	All Servers
 EVENTLOG	Monitors event logs on Windows computers. Alerts are sent out when: <ul style="list-style-type: none"> • An event that meets the configured criteria (level, source, event id and/or keyword) is logged 	Windows Servers
 DISK SPACE	Checks if disk space has exceeded the configured threshold. Alerts are sent out when: <ul style="list-style-type: none"> • The disk space has exceeded the threshold (% or MB), subject to a sustenance interval. • The disk space is normal after having exceeded the threshold. 	Windows Servers
 MEMORY	Checks if the total memory on the server has exceeded the configured threshold. Alerts are sent out when: <ul style="list-style-type: none"> • The memory has exceeded the threshold (% or MB), subject to a sustenance interval. • The memory is normal after having exceeded the threshold. 	Windows Servers
 CPU	Checks if the total CPU of the server has exceeded the configured threshold. Alerts are sent out when: <ul style="list-style-type: none"> • The CPU has exceeded the threshold (% or MB), subject to a sustenance interval. • The CPU is normal after having exceeded the threshold. 	Windows Servers
 PROCESS MEMORY	Checks if the memory consumed by a process has exceeded the configured threshold. Alerts are sent out when: <ul style="list-style-type: none"> • The process memory has exceeded the threshold, subject to a sustenance interval. 	Windows Servers

Monitor Type	What does it monitor?	Server Type
	<ul style="list-style-type: none"> The process memory is normal after having exceeded the threshold. 	
 PROCESS CPU	<p>Checks if the CPU consumed by a process has exceeded the configured threshold. Alerts are sent out when:</p> <ul style="list-style-type: none"> The process CPU has exceeded the threshold, subject to a sustenance interval. The process CPU is normal after having exceeded the threshold. 	Windows Servers

Appendix C – Service Onboarding & Delivery Details

ORACLE | Partner



-
-
-
-
-




 **Circular Edge**
Redefining Impossible

Smart Help

ORACLE | Partner



- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

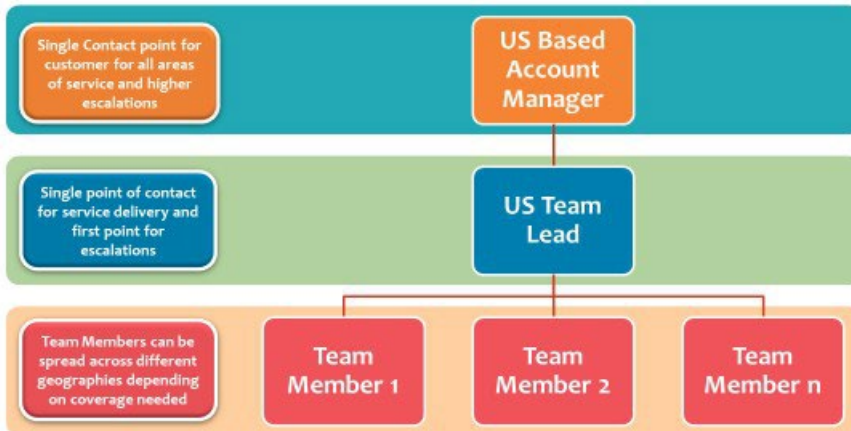
 **Circular Edge**
Redefining Impossible

Smart Help

JDE CNC Managed Services

Team Structure

ORACLE | Partner



Smart Help

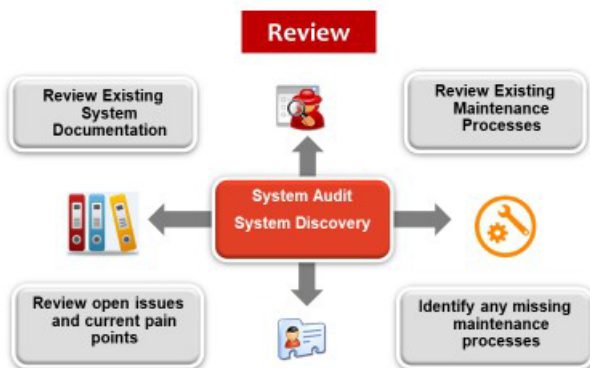
Confidential & Proprietary

Circular Edge
Redefining Impossible

Smart Help JDE CNC Managed Services

On Boarding Process – Review and Define Phases

ORACLE | Partner



Define

- Establish Roles & Responsibilities
- User & Security Administration Process
- Change Approval Process
- Establish Maintenance Windows & Processes
- OMW Promotion & Package
- Build Frequencies and Promotion Approval process
- Critical Patch Update Schedule
- Build Operational Checklist & Frequencies
- Escalation Procedures with Infrastructure and 3rd Party teams

Smart Help

Confidential & Proprietary

Circular Edge
Redefining Impossible

Smart Help JDE CNC Managed Services

ORACLE | Partner

On Boarding Process – Implement Phase



Circular Edge
Redefining Impossible

Build Engagement Operational document
Key contact points, communication mechanisms, ticketing system & escalation procedures will be defined. This will be delivered in the form of an **Engagement Operational Document** at the start of the engagement.



Smart Help

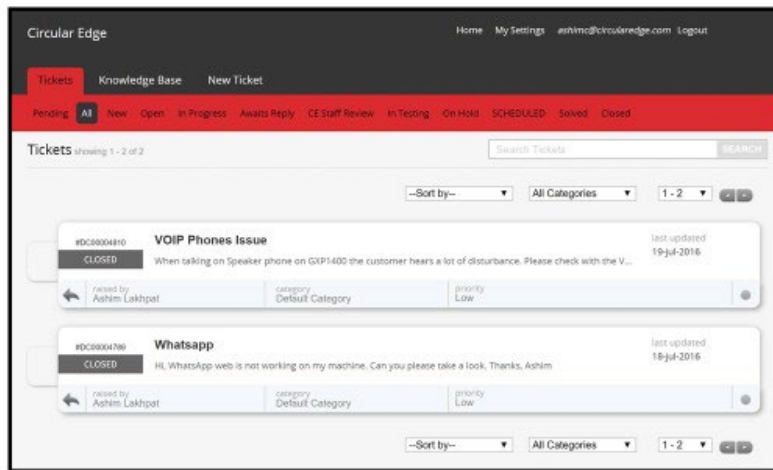
Confidential & Proprietary

Circular Edge
Redefining Impossible

Smart Help – happyfox

ORACLE | Partner

State of the Art Ticketing System – With Smart SLA's



Smart Help

Confidential & Proprietary

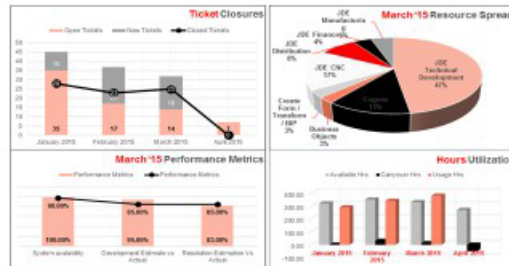
Circular Edge
Redefining Impossible

Smart Help JDE CNC Managed Services

ORACLE | Partner

Regular Status Reporting

- Monthly Reports on Services
 - Tickets Opened / Closed
 - Hours Consumed
 - Maintenance Activities performed
- Calls
 - Weekly to Bi-Weekly Status Calls



Smart Help

Confidential & Proprietary

Circular Edge
Redefining Impossible

Smart Help JDE CNC Managed Services

ORACLE | Partner

System Health Reports

- Monthly System Health Reporting Generated from Lynx
 - System Up Time Reports
 - Long Running Report
 - Reports in Error
 - Business Function Performance
 - Average User Load
 - System Capacity Reports
 - More Available based on customers requirements



Smart Help

Confidential & Proprietary

Circular Edge
Redefining Impossible

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: BridgeView IT Support Services Contracts in the Amount of \$97,760.00 with a Cumulative Spend of \$200,000.00 for 2025.

SUMMARY: BridgeView IT, Inc. provides staffing services for the Information Technology Department. Scope of Service Agreement 2025-17 and 2025-18 are contracts to fill two I.T. Support Services positions. We are requesting Board approval to encumber \$97,760.00 which takes the cumulative yearly spend with Bridgeview to over \$200,000 in 2025. The funds have been budgeted out of the I.T. General Fund: 18100.

RECOMMENDED ACTION: Approval of BridgeView IT Support Services Contracts in the Amount of \$97,760 with a Cumulative Spend of \$200,000 for 2025.

REVIEW:

John Huber	Approve	4/3/2025
Jeff Garcia	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025
Suzi Crowell - FYI	Notified - FYI	4/4/2025

ATTACHMENTS:

Bridgeview SOSA 2025-17 46800.00 Keegan Leavell

Bridgeview SOSA 2025-18 50960.00 Samuel Magee

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-17 (SOSA)
BridgeView IT, Inc

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **BridgeView IT, Inc.**, authorized to do business in Colorado (the “Consultant”). The County and the Consultant are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an active Master Services Agreement dated October 8, 2024, (the “MSA”) for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like the Consultant to provide continued contractual employment of Support Specialist, Keegan Leavell with the Douglas County Information Technology department; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and the Consultant.
2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$46,800.00)**. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
4. **TERM:** It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:01 a.m. on **March 1, 2025**, and terminate at 11:59 p.m. on **August 29, 2025**. This SOSA 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.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

EXHIBIT 1

I. Description of Services:

Support Specialist duties to be provided by Keegan Leavell. Job responsibilities to include, but not limited to:

Provide primary computer, peripheral, process, and application support to customers by phone and in person. Diagnose and resolve technical hardware and software problems using multiple troubleshooting techniques and all available resources. Determine the extent of customer reported issues.

- Take ownership of reported incidents and problems, maintaining consistent communications and ensuring resolution.
- Perform initial assessment and prioritization of reported issues.
- Work with other IT personnel to investigate and resolve performance problems with applications and/or systems.
- Perform remote administration of PC's and other devices.
- Provide lifecycle management of the county desktop computing environment. This includes security updates, virus scan reviews, and hardware maintenance as needed.
- Conduct formal and informal training sessions for PC applications.
- Respond to a wide range of procedural questions from the user community.
- Support County users of critical, non-standard systems.
- Create, develop, and maintain functional documentation for applications, hardware, and processes.

II. Fees and Charges:

- Hourly rate – \$45.00 per hour
- Invoicing shall occur Monthly
- Contract to Hire Option

Conversion Time	Conversion Fee
Within the first 180 days of the start of work under the SOSA	No Conversion Allowed prior to 180 days
After 180 days of the start of work under the SOSA	No fee

III. Additional Terms and Conditions:

All hours will be approved by the County's Manager on a weekly basis, using the Consultant's Timesheet System. Driving expenses, if incurred, will be approved by the County's Manager on a weekly basis via email.

Exhibit B
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Agreement 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 Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of Agreement work.

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

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

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

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum

limits will constitute a material breach of the Agreement upon which Douglas County may immediately terminate this Agreement.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-018 (SOSA)
BridgeView IT, Inc

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **BridgeView IT, Inc.**, authorized to do business in Colorado (the “Consultant”). The County and the Consultant are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an active Master Services Agreement dated October 8, 2024, (the “MSA”) for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like the Consultant to provide continued contractual employment of Support Specialist, Samuel Magee with the Douglas County Information Technology department; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and the Consultant.
2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **FIFTY THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$50,960.00)**. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
4. **TERM:** It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:01 a.m. on **March 1, 2025**, and terminate at 11:59 p.m. on **August 29, 2025**. This SOSA 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.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

EXHIBIT 1

I. Description of Services:

Support Specialist duties to be provided by Samuel Magee. Job responsibilities to include, but not limited to:

Provide primary computer, peripheral, process, and application support to customers by phone and in person. Diagnose and resolve technical hardware and software problems using multiple troubleshooting techniques and all available resources. Determine the extent of customer reported issues.

- Take ownership of reported incidents and problems, maintaining consistent communications and ensuring resolution.
- Perform initial assessment and prioritization of reported issues.
- Work with other IT personnel to investigate and resolve performance problems with applications and/or systems.
- Perform remote administration of PC's and other devices.
- Provide lifecycle management of the county desktop computing environment. This includes security updates, virus scan reviews, and hardware maintenance as needed.
- Conduct formal and informal training sessions for PC applications.
- Respond to a wide range of procedural questions from the user community.
- Support County users of critical, non-standard systems.
- Create, develop, and maintain functional documentation for applications, hardware, and processes.

II. Fees and Charges:

- Hourly rate – \$49.00 per hour
- Invoicing shall occur Monthly
- Contract to Hire Option

Conversion Time	Conversion Fee
Within the first 180 days of the start of work under the SOSA	No Conversion Allowed prior to 180 days
After 180 days of the start of work under the SOSA	No fee

III. Additional Terms and Conditions:

All hours will be approved by the County's Manager on a weekly basis, using the Consultant's Timesheet System. Driving expenses, if incurred, will be approved by the County's Manager on a weekly basis via email.

Exhibit B
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or

CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

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

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

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

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Agreement 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 Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of Agreement work.

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

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

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

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of the Agreement upon which Douglas County may immediately terminate this Agreement.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Arthur E. Griffith, Transportation CIP Manager

DESCRIPTION: Construction Contract Amendment with Kraemer North America, LLC for Change Order 1A for an Amount not to Exceed \$5,448,001.81 for the US Highway 85 (Highlands Ranch Parkway to Dad Clark Gulch) Widening Project, Douglas County Project Number CI 2022-021, CDOT Project Number STU 0852-118 (23474).

SUMMARY: September 20, 2022, Douglas County Board of County Commissioners awarded Kraemer North America, LLC (KNA) a construction contract for an amount not to exceed \$101,284,008.09 to widen and reconstruct US 85 between Highlands Ranch Parkway and Dad Clark Gulch which is located less than a half mile north of County Line Road. Through the most recent progress payment application, ending February 25, 2025, KNA has completed \$96,459,246.39 and KNA is 78 days ahead of their scheduled September 29, 2025, completion date.

As of December 16, 2024, Douglas County has received State and Federal reimbursement payments totaling \$33,223,000 and has already collected approximately \$15,000,000 from the developers in the Chatfield Basin for this project.

Change Order 1A for \$5,448,001.81 represents approximately 5.4% of the original contract amount; and this change order is required in order to for KNA to complete the County's US 85 project. A majority of the additional costs for Change Order 1A is directly related to utility issues and providing a safer construction work zone that benefits both the traveling public and the various contractors' employees.

As part of this change order, the project incurred an additional \$2,046,200 for having to locate multiple utilities in conflict with the proposed improvements, and an additional \$616,000 for providing more Uniform Traffic Control (Douglas County Deputy Sheriffs) and \$856,754 for additional railroad flagging hours, and \$362,160 for providing an additional 10,060 linear feet of

temporary concrete barrier; and \$616,975 for 667 more days of providing truck mounted temporary mobile attenuators over the past 30 months. See the attachment for a complete list of additional costs for this change order.

Funding is set aside for this Construction Contract Amendment to KNA for Change Order 1A as follows:

- \$948,001.81 from Fund 230, Business Unit 800308.467400
- \$4,500,000.00 from Fund 230, Business Unit 800998.467400

RECOMMENDED ACTION:

Staff recommends approval of a Construction Contract Amendment with Kraemer North America, LLC for Change Order 1A for an amount not to exceed \$5,448,001.81 for the US Highway 85 (Highlands Ranch Parkway to Dad Clark Gulch) Widening Project, Douglas County Project Number CI 2022-021, CDOT Project Number STU 0852-118 (23474).

REVIEW:

Kristina Mann	Approve	3/31/2025
Jeff Garcia	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Contruction Amend Change-Order-1A-KNA-US85-KNA-ag-jh-signed



Douglas County

Construction Contract Amendment for Change Order 1A

PROJECT: US HWY 85 (Highlands Ranch Pkwy to Dad Clark Gulch) Widening Project
 CDOT Project Number: STU 0852-118 (23474)

OWNER: Douglas County Government
 Department of Public Works Engineering
 100 Third Street, Castle Rock, CO 80104

DC Project Mgr: Art Griffith

CONTRACTOR: Kraemer North America, LLC (KNA)
 ADDRESS: 900 West Castleton Road, Suite 220
 Castle Rock, Colorado 80109

KNA Project Mgr: Mike McNish, Area Manager, Ryan Trujillo, Project Manager

Douglas County Project Number: CI 2022-021

BOCC Agreement Date: Sept. 20, 2022

Budget Allocation for Construction	
Contract Amendment for Change Order 1A	
Fund 230, BU 800308.467400	\$948,001.81
Fund 230, BU 800998.467400	\$4,500,000.00
Subtotal:	\$5,448,001.81

Description of Work and Justification for Change Order 1A:

This change order increases the amount of the current contract in order provide additional funding for unforeseen additional work items that are primarily related to existing utility conflicts resulting in significantly more potholing. Also, unforeseen additional costs for railroad flagging (which are third party pass thru charges by the railroads), unforeseen increase in Federal required hourly rates for on-the-job training, additional costs for installing Douglas County fiber along along US 85, providing additional uniform traffic control (UTC) utilizing Douglas County Deputy Sheriffs to monitor and enforce traffic regulation thru the construction area and assist with multiple road closures on US 85 and C-470, and to provide significantly more temporary concrete barrier to protect both the traveling public and the workers along this three 3 mile long construction zone. The additional costs associated with this change order includes the cost of labor, equipment and materials.

467400

ITEM NO.	CONTRACT ITEM	UNIT	ORIGINAL QUANTITIES	UNIT PRICE	ADDITIONAL QUANTITIES	ADDITIONAL COSTS
203-01597	Potholing	HOUR	600.00	\$325.00	6,296.00	\$2,046,200.00
630-00003	Uniformed Traffic Control	HOUR	1,500.00	\$154.00	4,000.00	\$616,000.00
630-80370	Concrete Barrier (Temporary)	LF	2,300.00	\$36.00	10,060.00	\$362,160.00
630-85041	Mobile Attenuator (Truck Mounted)(Temporary)	DAY	200.00	\$925.00	667.00	\$616,975.00
630-86810	Traffic Signal (Temporary)(Highlands Ranch Pkwy)	EACH	-	\$170,000.00	1.00	\$170,000.00
700-70021	F/A On-The-Job Trainee (Delete and Replace)	HOUR	28,160.00	\$2.00	-28,160.00	-\$56,320.00
700-70021	F/A On-The-Job Trainee (New Federal OJT Rate)	HOUR	28,160.00	\$10.00	28,160.00	\$281,600.00
700-70042	F/A Railroad Flagging	F A	500,000.00	\$1.00	856,754.00	\$856,754.00
900-00014	Added Item - Plan Revision 20 Sanitary Work	LS	-	\$105,513.90	1.00	\$105,513.90
900-00012	Added Item - 80 Inch Liner Plate for Denver Water Conduit	LF	-	\$4,927.41	25.00	\$123,185.25
900-00014	Added Item - Century Link National Conflict	LS	-	\$155,580.96	1.00	\$155,580.96
900	Added Item - CMO-053 Douglas County Fiber Installation	LS	-	\$170,352.70	1.00	\$170,352.70

Contract Amendment Amount for Change Order 1A: \$5,448,001.81

This Change Order agreed to herein is a fair and equitable adjustment to the Contractor's direct and indirect costs. Unit prices for new items associated with this change order have been reviewed by CDOT and compared with CDOT cost data for other realitive projects; and whenever possible, the original unit prices provided in KNA's original bid / contract were used to determine compensation for the additional quantities associated with this change order; and this modification provides full compensation for the changed work, including both Contract cost and Contract time, and the additional work does not impact the critical path schedule. The Contractor hereby releases the County from any and all liability under this Contract for further equitable adjustment attributable to this Change Order.

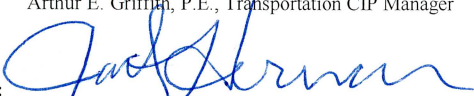
Original Contract Price:	\$101,284,008.09	Original (Current) Contract Time:	1095 days
Contract Amendment Change Orders To Date:	\$0.00	The Contract Time will increase by <u>Zero (0) days</u> .	
Current Contract Price:	\$101,284,008.09	Contract Start Date:	<u>September 30, 2022</u>
Contract Amendment for this Change Order:	\$5,448,001.81	5.4%	The completion date for all work shall be <u>September 29, 2025</u> .
New Contract Price:	\$106,732,009.90		

All other terms and conditions of this Construction Contract shall remain in effect.

Approved By:  art griffith
 Digitally signed by art griffith
 DN: cn=art griffith, o=Douglas County, ou=Public Works Engineering, email=agriffith@douglas.co.us, c=US
 Date: 2025.03.17 13:59:32 -06'00'


Arthur E. Griffith, P.E., Transportation CIP Manager

Date: 3-17-2025

Approved By:  Janet Herman
 Digitally signed by Ryan Trujillo
 DN: C=US, E=trujillo@kraemerma.com, O=Kraemer North America, CN=Ryan Trujillo
 Date: 2025.03.17 13:46:37 -06'00'

Janet Herman, P.E., Director of Public Works

Date: 3/18/2025

Approved By:  Ryan Trujillo
 Digitally signed by Ryan Trujillo
 DN: C=US, E=trujillo@kraemerma.com, O=Kraemer North America, CN=Ryan Trujillo
 Date: 2025.03.17 13:46:37 -06'00'

Ryan Trujillo or Mike McNish, Kraemer North America, LLC

Date: March 17, 2025

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Daniel R. Roberts, P.E., Assistant Director, Operations

DESCRIPTION: Public Contract for Services for Selection and Design of the Gateway Monument Signage Project to Cushing Terrell in the Amount of \$143,640.00, Douglas County Project Number CI 2024-029.

SUMMARY: **Background Information:**
One of the County's 2025 priorities is the installation of entry signage on state highways on the County boundary, along with design and construction of iconic entry monuments on I-25 at the north and south Douglas County limits. This contract will engage a consulting firm to assist the County in selection and design of the entry monuments on I-25. (Other entry signage will be installed by Public Works Traffic Operations staff).

Consultant Selection Process:

A scope of work for this project was advertised on Bidnet, requesting that proposals to perform the work be provided. Proposals were received from four firms (Arapahoe Sign Arts, Cushing Terrell, DaVinci Sign Systems, and Schlosser) and were evaluated and ranked by Amy Strouthopoulos (Public Works), Jeanette Bare (Community Planning and Development), Steve Koster (Community Planning and Development) and Maisie Wingerter (Public Affairs). Based on this evaluation and ranking, Cushing Terrell is being recommended to perform this work.

The team recommends entering into an initial design contract with Cushing Terrell for an amount not to exceed \$143,640.00. The contract end date will be December 31, 2026.

Funding in the full amount of \$143,640.00 will come from Business Unit 800100, Fund 200.

RECOMMENDED ACTION: Staff recommends approval of a Public Contract for Services (PCS) for selection and design of the Gateway Monument Signage Project to Cushing Terrell in the amount of \$143,640.00, Douglas County Project Number CI

2024-029.

REVIEW:

Kristina Mann	Approve	3/17/2025
Jeff Garcia	Approve	3/19/2025
Andrew Copland	Approve	3/19/2025
Doug DeBord	Approve	4/3/2025

ATTACHMENTS:

PCS_Cushing_Terrell_02.19.2025 Dr Edits 04.04.2025

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), **CUSHING TERRELL**, a Corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for **Project No. CI 2024-029, Gateway Signage Design and Installation Services**; and

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

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

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

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

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

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

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **One Hundred Forty-Three Thousand, Six Hundred Forty Dollars (\$143,640.00)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on March 15, 2025 and terminate at 12:00 a.m. on December 31, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification

is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant 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 Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County. However, the Consultant shall retain all ownership and intellectual property rights, including copyrights, to all standard design elements, drawings, specifications,

details, blocks, reports, text and other similar items ("Standard Details" that the Consultant routinely uses in its provision of services to other clients.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works. **This assignment does not include the copyrights to Standard Details.**

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

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

by the Consultant to: Daniel R. Roberts, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: drroberts@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: Cushing Terrell
1700 Broadway, Suite 1200
Denver, CO 80290
Attn: Michael White, P.E.
Phone: (720) 359-1416
E-mail: michaelwhite@cushingterrell.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 Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

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:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

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

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

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

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

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

CUSHING TERRELL

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

ABE LAYDON, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

Chris Pratt Date
Senior Assistant County Attorney

EXHIBIT A

The project matrix lays out the main phases of the project through which we will lead the County, along with a summary of tasks, expected deliverables, and an estimated fee for each phase. The phases loosely follow the AIA standard project organization, which makes for simple milestones that allow the County to proceed with any phase individually or in sequence. While we have chosen to list the design team's phases including Construction Administration, our construction partner Petra will submit costs for construction at the completion of the Construction Document phase. We anticipate that a second, construction-only contract would then be issued to Petra.

A more detailed explanation of our approach to each phase, including some initial thoughts around site selection, is included in the body of our proposal.

We are grateful for this opportunity to present our proposal to the County. We are prepared to negotiate with the County and enter into a contract for our proposed services upon award of the project. We are at your disposal to answer any questions or provide any additional information you may desire. We look forward to working together soon!

DOUGLAS COUNTY GATEWAY SIGNAGE PROJECT PHASING

Project Phase	Fee	Tasks	Deliverables
Schematic Design	\$22,296	Scope Review & Research Kickoff Meeting Design Charette	Design Guidelines & Constraints Memo Summary Memo & Charrette Agenda Concept Alternatives (3/Site)
Design Development	\$42,336	Design Execution Progress Pricing Final Presentation	Concept Refinement Progress Estimate Approved Designs (1/Site)
Construction Documents	\$42,312	Landscape Architecture Graphic Design Civil Engineering Electrical Engineering (if needed) Structural Engineering (if needed) Final Pricing	Construction & Fabrication Plans Construction Cost Estimate
Construction Administration	\$6,696	As-Needed	RFIs, Submittals, Site Visits
TOTAL DESIGN TEAM FEE*	\$113,640	*Construction & fabrication costs not included, subject to final design pricing	
ADDITIONAL SERVICES	\$30,000		
TOTAL CONTRACT AMOUNT	\$143,640		

Sincerely,



Michael White, PE
Associate | Director, Civil Engineering
Project Representative
michaelwhite@cushingterrell.com | 303.653.6004



Laura Dougherty, AIA
Principal-in-Charge
Director, Denver Region
LauraDougherty@cushingterrell.com | 720.598.9255

EXHIBIT A

Cushing Terrell's design approach is rooted in collaboration, refinement, and thoughtful execution. Through four key phases, each of which builds on the previous one, we ensure the project not only meets practical needs but also reflects the community's vision. Active stakeholder involvement throughout the process allows us to create a functional, aesthetically pleasing gateway monument that aligns with both the County's objectives and the desires of the community.

SCHEMATIC DESIGN

Project kickoff and Initial Scope Review (Research and Discovery)

Goal: Establish foundational knowledge and align project expectations.

During this initial design phase, we intend to formally kick the project off and discuss in detail the project scope, receiving feedback and outlining the general project guidelines, expectations, and directions with the hopes of compiling pertinent information regarding wants, needs, limitations, and budget considerations. This information will help inform the design direction and guide decisions in future phases. During this phase, Cushing Terrell will also provide a preliminary analysis of viable gateway signage locations, presenting

the pros and cons of each. Our initial thoughts on location selection are presented below:

At the north boundary, there is an unused portion of Interstate frontage in the County Line Road interchange:



While visibility to the roadside is excellent at this location, the site is problematic in that it is immediately upstream of the County Line Rd. merge zone and the drivers' decision point to enter the 470 interchange. It is our opinion that the frontage adjacent to the Interstate at the Lincoln Rd interchange is a more favorable location:



At the south end of the county there are substantially more opportunities for siting of the sign installation. In identifying the potential locations we prioritized view planes and proximity to the roadway. We feel the best opportunity is north of the Palmer Divide Rd. Interchange:



The interchange at Palmer Divide Rd. was also considered, however the presence of substantial drainage infrastructure and very steep grades makes this site less desirable.



EXHIBIT A

We feel siting is the paramount concern for this project due to the need to acquire rights to use the land for signage. We anticipate some combination of CDOT permitting and easements over or acquisition of private land to accomplish this. Negotiations around land use can be time consuming and may drive the need to seek alternative locations. We recommend that site determination be the initial task that CT and the County Stakeholders engage in. With the sites identified, CT will work with the County's real property staff, CDOT, and any private landowners to navigate acquisitions and permitting in parallel with the design development process.

DESIGN CHARRETTE (CONCEPT DEVELOPMENT)

Goal: Foster collaboration and refine design direction.

This phase is all about collaboration. Cushing Terrell is here to engage, present, and design but most importantly, listen. Based on the direction received from the scope review, Cushing Terrell will present a complete analysis of proposed gateway locations along the I-25 Corridor, describing the pros, cons, opportunities, and constraints each location presents. At this time, we will also present character boards

and monumentation representing a variety of forms, materials, architectural elements, and overall aesthetic direction. This will help spark discussion and focus the group on the desired final direction. During this time, we intend to listen to your preferences, dislikes, comments, and direction further guiding us toward a gateway monumentation that aligns with the County's vision and values.

DESIGN DEVELOPMENT

Project and Scope Refinement (Design Execution)

Goal: Finalize site-specific design concepts and enhance monumentation detail.

Once all the necessary feedback is received and compiled from the previous phase, Cushing Terrell will provide concepts for the preferred gateway location(s). These concepts intend to provide site-specific options for a viable and constructible gateway monumentation design that aligns with the feedback received and the overall vision for the project. The goal of this phase is to refine the design elements, including materials, proportions, scale, and any other details critical to the project's success. These concepts will continue fostering engagement and dialogue, ensuring that the designs meet both aesthetic

and functional requirements. Petra will also provide a progress pricing exercise in this phase, pairing each design alternative with order-of-magnitude costs.

At this stage of the project, CT in cooperation with the county stakeholders will develop the necessary team of technical experts from our roster of available participants. This may include engineering, surveying, and other designers needed to execute the construction document stage and may result in modification to the contract agreement.

FINAL PRESENTATION (DELIVERY)

Goal: Finalize and present the gateway design in its entirety.

Understanding that no one concept may perfectly capture all elements, if necessary, we will combine components from the various concepts to create a design that best meets the project's needs. This phase allows for another level of detail to be added to the design, finalizing the gateway's aesthetic, materials, and form. At this stage, we will present detailed illustrations and 3D visualizations of the final design. These renderings will provide a clear depiction of the completed gateway monumentation, helping all stakeholders visualize

EXHIBIT A

the final product and ensuring alignment with expectations. Based on the presentation, any additional feedback will be incorporated, ensuring the design is complete and ready for the next phase.

CONSTRUCTION DOCUMENTATION

Goal: Prepare the project for construction and permitting.

Any final adjustments based on stakeholder feedback will be incorporated into the design. This ensures that all design elements are finalized and approved before moving into the technical documentation of this phase.

Cushing Terrell will create a complete set of construction documents, which will be ready for permitting and construction. These documents will include specifications, drawings, and any other fabrication details necessary for the construction team to move forward with the project. We also intend to include any project alternate details that may be required, ensuring flexibility and clarity during the cost and construction process.

At the completion of the Construction Document phase by the CT team, Petra will provide a final pricing exercise to aid in negotiating a construction-specific contract with the County.

CONSTRUCTION ADMINISTRATION

Goal: Represent the County's interests during construction.

During the construction phase of this project, Cushing Terrell's Denver-based team will be in place to respond quickly to any issues that may arise during construction, working directly with our construction partner Petra to resolve things quickly & cost-effectively. We will review & respond to submittals & RFIs and be present & on-site when needed.

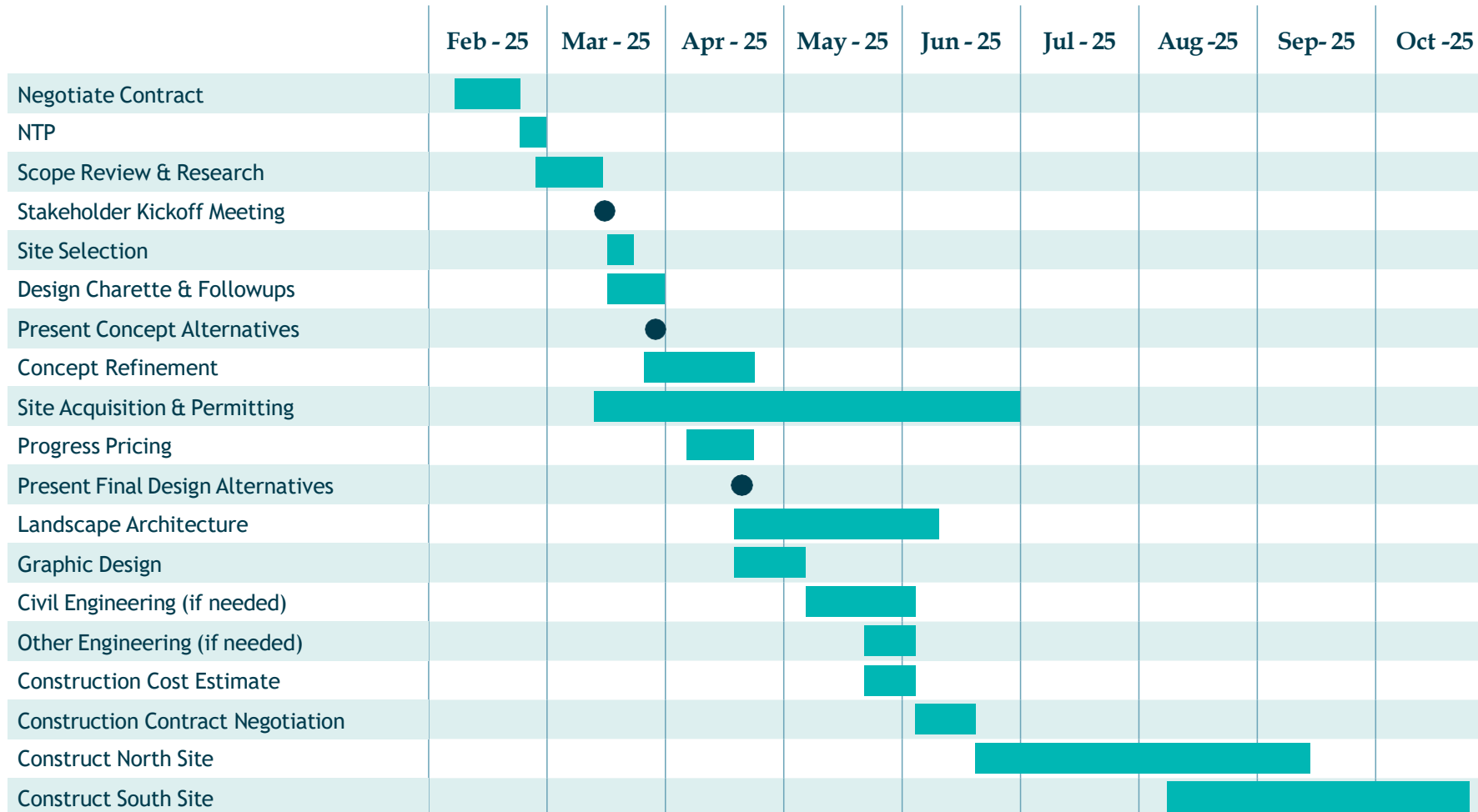
Cushing Terrell's four-phase design approach is rooted in collaboration, refinement, and engagement. Each phase is critical to ensuring that the gateway monumentation design is not only functional and feasible but also a reflection of the community's vision. By actively involving stakeholders and refining the design based on feedback, we ensure the project's success from inception to final construction.

POST CONSTRUCTION WARRANTIES & MAINTENANCE

Typically, a one-year warranty is provided on all workmanship. Material warranties are published by the manufacturer or provider. Should the County desire an extended warranty on any or all components of the approved design, that may be negotiated by the County with Petra and/or the manufacturers prior to the onset of construction activities.

Cushing Terrell and Petra both carry a long history of completed projects in the Property Development world in our respective disciplines, however neither has the capabilities the County desires and deserves in Property Management. We recommend the County enter into an agreement with a third-party provider for ongoing maintenance upon completion of the warranty period. CT and Petra will compile an Operations & Maintenance manual for the County's use in securing that maintenance agreement. The O&M manual will contain best practices for maintenance based on the design team, manufacturer, & provider recommendations for each component of the installation.

Proposed Timeline



* This schedule is predicated on the final contract scope matching the design approach outlined above.

2025 Standard Hourly Rates



ARCHITECTURAL

	Min	Max
Architectural Production.....	\$ 90.00	\$ 134.00
Architectural.....	\$ 94.00	\$ 168.00
Project Architect.....	\$ 126.00	\$ 204.00
Project Management - Architectural.....	\$ 169.00	\$ 233.00
Director/Lead of Architectural	\$ 232.00	\$ 286.00
Landscape Architect.....	\$ 111.00	\$ 165.00
Landscape Architect Senior.....	\$ 198.00	\$ 250.00
Planner.....	\$ 121.00	\$ 150.00
Interior Designer.....	\$ 94.00	\$ 171.00
Interior Designer Senior.....	\$ 135.00	\$ 234.00
Sustainability Professional.....	\$ 134.00	\$ 160.00
Sustainability Senior.....	\$ 202.00	\$ 208.00
Architectural Principal.....	\$ 228.00	\$ 309.00

ENGINEERING

Engineering Production Civil.....	\$ 119.00	\$ 177.00
Engineering Civil.....	\$ 173.00	\$ 213.00
Engineering Civil Senior.....	\$ 270.00	\$ 279.00
Engineering Production Structural.....	\$ 99.00	\$ 168.00
Engineering Structural.....	\$ 150.00	\$ 191.00
Engineering Structural Senior.....	\$ 198.00	\$ 265.00
Engineering Production Electrical.....	\$ 83.00	\$ 147.00
Engineering Electrical.....	\$ 153.00	\$ 230.00
Engineering Electrical Senior.....	\$ 261.00	\$ 278.00
Engineering Production Mechanical.....	\$ 89.00	\$ 154.00
Engineering Mechanical.....	\$ 130.00	\$ 243.00
Engineering Mechanical Senior.....	\$ 175.00	\$ 254.00
Engineering Production Refrigeration.....	\$ 112.00	\$ 142.00
Engineering Refrigeration.....	\$ 113.00	\$ 183.00
Engineering Refrigeration Senior.....	\$ 194.00	\$ 250.00
Engineering Principal.....	\$ 222.00	\$ 302.00

SUPPORT

Project Coordinator.....	\$ 91.00	\$ 139.00
Administrative Assistant.....	\$ 75.00	\$ 127.00
Graphic Designer.....	\$ 113.00	\$ 158.00

cushingterrell.com

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

Megan Datwyler, Risk Manager

Date

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Karl Lucero Engineer III

DESCRIPTION: Construction Contract with Lighthouse Transportation Group for the Kendrick Castillo Way/Plum Valley Lane Intersection Signal Project, in the Amount of \$912,345.50, with an Additional \$136,000.00 as a Contingency Fund, for a Total of \$1,048,345.50, Douglas County Project Number TF 2021-026.

SUMMARY: 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.

Bids were accepted on Tuesday, February 18, 2025, at 2:00 p.m. Six (6) bids were accepted and read. Sturgeon Electric Company Inc. was the low bidder, but after review of their bid documents it was determined that they did not submit a complete bid and was rejected. The next low bid submitted by Lighthouse Transportation Group has been reviewed and determined to be in compliance with Douglas County’s contract requirements.

Bid results are as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>	
Sturgeon Electric Company Inc.		\$ 874,849.00
Lighthouse Transportation Group	\$ 912,345.50	
Adiona Transportation Solutions, LLC		\$ 988,110.14
Morton Electric Inc.	\$ 991,500.59	
Advance Electrical Contracting		\$ 1,083,483.51
<u>RDZ Build</u>	<u>\$ 1,301,291.00</u>	
Engineer’s Estimate	\$ 1,151,480.00	
Average of Six (6) Bidders	\$ 1,025,263.29	

Staff is recommending entering into a Construction Contract with Lighthouse Transportation Group for the amount of \$912,345.50, for the Kendrick Castillo Way/Plum Valley Lane intersection Signal Project.

Staff also recommends approval of an additional \$136,000.00 (approximately 15% of the Bid Amount) as a contingency fund. The total amount of the

contract, including contingency, is \$1,048,345.50.

Funding for this project will come from Business Unit 800833.473800, in Fund 230, for the amount of \$1,048,345.50.

**RECOMMENDED
ACTION:**

Staff is recommending approval of a Construction Contract with Lighthouse Transportation Group for the Kendrick Castillo Way/Plum Valley Lane Intersection Signal Project, in the amount of \$912,345.50, with an additional \$136,000 as a contingency fund, for a total of \$1,048,345.50, Douglas County Project Number TF 2021-026.

REVIEW:

Kristina Mann	Approve	4/3/2025
Jeff Garcia	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Construction Contract Agmt Lighthouse Transportation

AGREEMENT

Project Name: **KENDRICK CASTILLO WAY/PLUM VALLEY LN SIGNAL INTERSECTION CONSTRUCTION PROJECT
DOUGLAS COUNTY PROJECT NUMBER TF 2021-026**

1. **Parties.** This Agreement is made and entered into this **8TH** day of **APRIL, 2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **LIGHTHOUSE TRANSPORTATION GROUP**. (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:
 - A. This Contract, which includes the Cover Page and Table of Contents;
 - B. Standard Specifications for Road and Bridge Construction, dated 2023 adopted by the Colorado Department of Transportation;
 - C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
 - D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
 - E. The Invitation to Bid;
 - F. Notice to Bidders;
 - G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
 - H. Plans and Drawings;
 - I. Proposal Form and Bid Bond Form;
 - J. Payment and Performance Bonds;
 - K. Notice of Intent to Award;
 - L. Notice to Proceed;
 - M. Change Orders;
 - N. Non-Collusion Affidavit;
 - O. Warranty;
 - P. County's Payment Policies;
 - Q. Bid Proposal and Schedule;
 - R. Insurance Certificates; and
 - S. Appendix and other attachments.

3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, dated 2023.

4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **This project consists of the reconstruction of the intersection at Kendrick Castillo Way and Plum Valley Lane and the installation of a traffic signal at this intersection.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 110 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **\$912,345.50 which** amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** 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 **\$912,345.50** for fiscal year **2025**. 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 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.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. Indemnification. To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, 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 Contractor's services on behalf of the County pursuant to this Contract, 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, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor 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 any negligent act or omission of the County, or its agents and employees. Contractor'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 in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them 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 Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. 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. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.

12. **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.

13. **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 Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **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 County.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

ABE LAYDON Date
Chair

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

JANET HERMAN, P.E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

CHRIS PRATT Date
Sr. Assistant County Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **\$912,345.50**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, **2025**, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **KENDRICK CASTILLO WAY/PLUM VALLEY LN INTERSECTION SIGNAL CONSTRUCTION PROJECT, DOUGLAS COUNTY PROJECT NUMBER TF 2021-026**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, **2025**.

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **\$912,345.50**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, **2025** entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **KENDRICK CASTILLO WAY/PLUM VALLEY LN INTERSECTION SIGNAL CONSTRUCTION PROJECT, DOUGLAS COUNTY PROJECT NUMBER TF 2021-026**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, **2025**.

**PERFORMANCE BOND
(CONTINUED)**

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

WARRANTY

TO: Douglas County, Colorado

FOR: **KENDRICK CASTILLO WAY/PLUM VALLEY LN INTERSECTION
SIGNAL CONSTRUCTION PROJECT
DOUGLAS COUNTY PROJECT NUMBER TF 2021-026**

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this _____ day of _____, **2025**

CONTRACTOR: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

**NOTICE OF INTENT TO AWARD
FOR THIS COMPLETION DATE CONTRACT**

TO: LIGHTHOUSE TRANSPORTATION GROUP

PROJECT KENDRICK CASTILLO WAY/PLUM VALLEY LN

DESCRIPTION: INTERSECTION SIGNAL CONSTRUCTION PROJECT

DOUGLAS COUNTY PROJECT NUMBER TF 2021-026

The County has considered the Bid submitted by you for the above-described work in response to its Bid Opening dated **FEBRUARY 18, 2025**.

You are hereby notified that your Bid has been conditionally accepted in the amount of **\$912,345.50** subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award**.

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice**, said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.

Dated _____

County: Douglas County

By: _____

JANET HERMAN, P.E.

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:

Contractor: _____

By: _____

Print Name: _____

Title: _____

Date: _____

**NOTICE TO PROCEED
FOR THIS COMPLETION DATE CONTRACT**

TO: **STURGEON ELECTRIC COMPANY INC.**
FROM: **DOUGLAS COUNTY GOVERNMENT**
DATE: **APRIL 8, 2025**
REGARDING: **KENDRICK CASTILLO WAY/PLUM VALLEY LN
INTERSECTION CONSTRUCTION PROJECT
DOUGLAS COUNTY PROJECT NUMBER TF 2021-026**

You are hereby notified that work associated with this Completion Date Contract will commence on **JUNE 2, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated **APRIL 8, 2025**. The Contract Time of **110 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **SEPTEMBER 20, 2025**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County

By: _____
JANET HERMAN, P.E.
Title: Director of Public Works

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: _____
By: _____
Print Name: _____
Title: _____
Date: _____
Telephone: _____

COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Karl Lucero, Project Engineer.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Dirk Zender, Real Property Acquisition Specialist II

DESCRIPTION: Acceptance of Special Warranty Deed from Diocese of Colorado Springs Regarding Right-of-Way for the East Parker Road and Miller Road Intersection Improvement Project, in the Amount of \$500.00; Douglas County Project No. CI 2025-003.

SUMMARY: The County is preparing to construct asphalt over lay improvements along East Parker Road east of the Town of Parker as part of its annual pavement management program. As part of the asphalt over lay improvements, the County will also widen the East Parker Road and Miller Road Intersection and install a raised island on the south side of the intersection to improve site distance problems on Miller Road as it approaches East Parker Road (the “Project”). In order to construct and maintain the Project improvements, the County needs to acquire approximately 146 sq. ft. of additional roadway right-of-way from a parcel of real property owned by the Diocese of Colorado Springs which houses the Ave Maria Catholic School (“Ave Maria”). County staff has discussed the Project with Ave Maria and reached agreement on the acquisition of the right-of-way needed to construct the Project.

RECOMMENDED ACTION: Staff recommends the BCC approve the right-of-way acquisition and authorize the Chair to accept and record the SWD.

REVIEW:

Kristina Mann	Approve	4/3/2025
Jeff Garcia	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Warranty Deed - Diocese Colo Spgs - Parker Rd Miller Rd

Following recordation, return to:

Dirk Zender
Douglas County Department of Public Works Engineering
100 Third Street
Castle Rock, CO 80104

NO DOCUMENTARY FEE REQUIRED PER C.R.S. § 39-13-104(1)(a)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the “Deed”), made this 10th day of March, 2025, is made by and between **DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE**, a Colorado nonprofit corporation, whose address is 228 North Cascade Avenue, Colorado Springs, Colorado 80903 (hereinafter “Grantor”), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter “Grantee”):

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm in fee simple, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described as follows:

See Exhibit “A”, attached hereto and incorporated herein by this reference.

Grantor hereby reserves and retains from this conveyance all subsurface nontributary and not nontributary groundwater rights that are appurtenant to or underlie the above described real property. However, this reservation of water rights does not waive any applicable statutes, regulations, resolutions, policies, ordinances, or permits of the State of Colorado or Douglas County with respect to Grantor’s reserved and retained water rights, including all applicable statutes, regulations, resolutions, policies, ordinances, or permits with respect to well placement. No well, ditch, pipe, pipeline, pump, headgate or other structure associated with Grantor’s reserved and retained water rights shall be allowed to interfere in any way with Grantee’s use and enjoyment of the property herein conveyed.

TOGETHER with all and singular the rights, tenements, easements, appendages, ways, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, profits and incorporeal rights thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in

law or equity, of, in and to the above bargained premises, with the hereditaments, easements, rights-of-way and appurtenances (collectively the "Property");

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, its successors, official representatives and assigns, does covenant, grant, bargain and agree to and with Grantee, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above described Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, **BY, THROUGH OR UNDER** Grantor, subject, however, to **all matters of record, real property taxes and assessments, and matters that would be disclosed by a land survey or other inspection of the Property.**

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

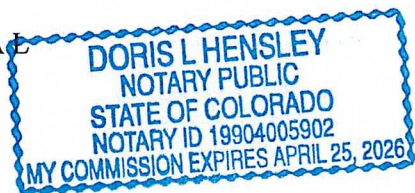
**DIOCESE OF COLORADO SPRINGS,
A COLORADO CORPORATION SOLE,
a Colorado nonprofit corporation**

By: + James R. Golka
Name: Most Rev. James R. Golka
Title: Bishop of Colorado Springs

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 10th day of March, 2025, by Most Rev. James R. Golka as Bishop of Diocese of Colorado Springs, a Colorado corporation sole, a Colorado nonprofit corporation.

SEAL



Witness my hand and official seal

Doris L. Hensley
Notary Public

My commission expires: 4/25/2026

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND FOR RIGHT-OF-WAY PURPOSES BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. 1983312184 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, IS ASSUMED TO BEAR NORTH 00°00'05" WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AT RECEPTION NO. 1983312184 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;

THENCE ALONG THE SOUTHERLY LINE THEREOF, SAME BEING THE NORTHERLY RIGHT-OF-WAY LINE OF MILLER ROAD, SOUTH 88°18'56" WEST, A DISTANCE OF 279.89 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINES, SOUTH 88°18'56" WEST, A DISTANCE OF 32.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF EAST PARKER ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 730.00 FEET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°33'01", AN RC LENGTH OF 19.75 FEET (THE CHORD OF SAID CURVE BEARS NORTH 60°39'46" EAST FOR A LENGTH OF 19.75 FEET);

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 59°23'28" EAST, A DISTANCE OF 17.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 146 SQUARE FEET OR 0.0033 ACRE OF LAND.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, STACY LYNN JACOBS, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR AND ON BEHALF OF:
MANHARD CONSULTING

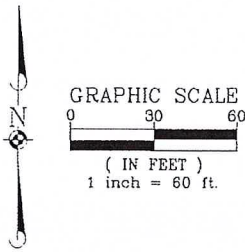


EXHIBIT A



FOR AND ON BEHALF OF
MANHARD CONSULTING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°18'56"W	32.00'
L2	S59°23'28"E	17.16'



$\Delta=1^{\circ}33'01''$
 $R=730.00'$
 $L=19.75'$
 $CH=N60^{\circ}39'46''E$
 $19.75'$

RIGHT-OF-WAY
146 SQ.FT. / 0.0033 AC.

NE 1/4
NE 1/4
SEC. 24

EAST PARKER ROAD

THE ARCHDIOCESE
CHURCH OF PARKER
WARRANTY DEED
REC. NO. 1983312184

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

279.89'
S88°18'56"W 311.89'

MILLER ROAD

BASIS OF BEARINGS

EAST LINE NE1/4 NE1/4 SEC. 24, T.6S., R.66W.

SOUTHEAST CORNER
NE1/4 NE1/4
SECTION 24, T6S, R66W

NOTE:
THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

R.O.W. DEDICATION	
POR. NE4 NE4 SEC. 24, T.6S., R66W, 6TH P.M.,	
COUNTY OF DOUGLAS, STATE OF COLORADO	
PROJ. MGR.: SLJ	SHEET
DRAWN BY: SLJ	2 OF 2
DATE: 2/10/2025	
SCALE: 1"=60'	

2/10/2025 4:41:01 PM
 Draw Name: C:\Users\luciano\Documents\HQC\ANIG\ANIG_H.Dwg
 Updated by: slj

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Benjamin Pierce, P.E., Capital Improvements Supervisor

DESCRIPTION: Construction Contract with RME Ltd., LLC dba Elite Surface Infrastructure. for the Hilltop Road Improvements Project - Segment 1, for the amount of \$14,435,665.80, Douglas County Project # CI 2020-029

SUMMARY: The County intends to construct improvements to the existing Hilltop Road, between Legend High School and the Crestview Drive/Village intersection on Hilltop Road. The project will consist of widening and realigning Hilltop Road within the project limits. The new roadway will be widened to four-lanes with curb and gutter, and a raised median. A roundabout will be constructed at the Crestview Drive/Village Road intersection on Hilltop Road, replacing the existing two-way stop-controlled intersection. Additionally, this project also includes a new storm sewer system that will outlet into permanent water quality ponds located adjacent to the roadway. The project was advertised with alternate bid schedules for asphalt and concrete pavement. Schedule A was for asphalt, and Schedule B was for concrete pavement.

On February 10, 2025, Douglas County Public Works Engineering solicited bids for the Hilltop Road Improvements Project - Segment 1. Alternate bid schedules for asphalt and concrete pavement were required for contractors to provide bids for. Six (6) bids were electronically delivered via Rocky Mountain BidNet on March 11, 2025, as was stipulated in the bid documents. The County elected to bid the project to solicit bids from each contractor for both asphalt pavement (Schedule A) and concrete pavement (Schedule B). Bid results are as follows:

<u>CONTRACTOR</u>	<u>SCHEDULE A BID</u>
RME Ltd., LLC dba Elite Surface Infrastructure	\$14,435,665.80
WW Clyde	\$16,575,444.00
Capital	\$17,114,318.65
Castle Rock Construction Company	\$17,415,853.78
American West Construction, LLC	\$17,694,250.00
FNF Construction, Inc.	\$17,863,957.70

Engineer's Estimate \$21,567,968.00

CONTRACTOR

SCHEDULE B BID

Castle Rock Construction Company	\$16,841,764.38
WW Clyde	\$18,591,718.00
RME Ltd., LLC dba Elite Surface Infrastructure	\$19,610,473.85
FNF Construction, Inc.	\$19,917,507.75
American West Construction, LLC	\$20,024,985.05
Capital	\$20,183,622.35
Engineer's Estimate	\$21,637,987.00

Engineering staff considers RME Ltd., LLC dba Elite Surface Infrastructure to be the lowest responsive and responsible bidder for Schedule A - Asphalt Pavement. The recommendation to select the low bidder for asphalt pavement is based on the overall lower cost, which is significant at almost \$2.5 million in savings compared to the concrete pavement option. Engineering staff recommends approval of a construction contract to RME Ltd., LLC dba Elite Surface Infrastructure for an amount not to exceed \$14,435,665.80.

Funding for this construction contract is set aside in the following Business Units (BU), as follows:

- \$13,000,000.00 in Fund 235, BU 801514
- \$1,435,665.80 in Fund 230, BU 800156

RECOMMENDED ACTION:

Staff recommends awarding a Construction Contract to RME Ltd., LLC dba Elite Surface Infrastructure for the Hilltop Road Improvements Project - Segment 1, for the amount of \$14,435,665.80, Douglas County Project # CI 2020-029

REVIEW:

Kristina Mann	Approve	3/27/2025
Jeff Garcia	Escalated	4/3/2025
Amy Williams	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

DouglasCounty- Construction Contract- RME Ltd dba ESI - Hilltop Rd Improvement Project - Ben Pierce Cori C CI2020-029

AGREEMENT

**PROJECT NAME: HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1
DOUGLAS COUNTY PROJECT NUMBER CI 2020-029**

1. **Parties.** This Agreement is made and entered into this _____ day of _____, **2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **RME Ltd., dba Elite Surface Infrastructure** (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:
 - A. This Contract, which includes the Cover Page and Table of Contents;
 - B. Standard Specifications for Road and Bridge Construction, **dated 2023** adopted by the Colorado Department of Transportation;
 - C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
 - D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
 - E. The Invitation to Bid;
 - F. Notice to Bidders;
 - G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
 - H. Plans and Drawings;
 - I. Proposal Form and Bid Bond Form;
 - J. Payment and Performance Bonds;
 - K. Notice of Intent to Award;
 - L. Notice to Proceed;
 - M. Change Orders;
 - N. Non-Collusion Affidavit;
 - O. Warranty;
 - P. County's Payment Policies;
 - Q. Bid Proposal and Schedule;
 - R. Insurance Certificates; and
 - S. Appendix and other attachments.

3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, **dated 2023**.

4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **The Project consists of widening and reconstructing Hilltop Road and Singing Hills Road corridors in three (3) phases. Phase 1 will include the paving of Hilltop Road from Legend High School to Crestview Drive/Village Road.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 487 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **\$14,435,665.80** which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** 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 **\$14,435,665.80** for fiscal year **2025**. 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 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.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. **Indemnification.** To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, 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 Contractor's services on behalf of the County pursuant to this Contract, 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, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor 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 any negligent act or omission of the County, or its agents and employees. Contractor'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 in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them 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 Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. 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. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.

12. **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.

13. **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 Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **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 County.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

ABE LAYDON Date
Chair

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

JANET HERMAN, P.E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

CHRIS PRATT Date
Sr. Assistant County Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **\$14,435,665.80**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, **2025**, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1, DOUGLAS COUNTY PROJECT NUMBER CI 2020-029**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, **2025**.

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **\$14,435,665.80**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, **2025**, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1, DOUGLAS COUNTY PROJECT NUMBER CI 2020-029**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, **2025**.

**PERFORMANCE BOND
(CONTINUED)**

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

WARRANTY

TO: Douglas County, Colorado

FOR: **HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1**
DOUGLAS COUNTY PROJECT NUMBER CI 2020-029

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this _____ day of _____, **2025**

CONTRACTOR: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

**NOTICE OF INTENT TO AWARD
FOR THIS COMPLETION DATE CONTRACT**

TO: RME Ltd., dba ELITE SURFACE INFRASTRUCTURE
PROJECT DESCRIPTION: HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1
DOUGLAS COUNTY PROJECT NUMBER CI 2020-029

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated _____.

You are hereby notified that your Bid has been conditionally accepted in the amount of _____, subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award.**

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice,** said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.

Dated _____

County: Douglas County

By: _____

JANET HERMAN, P.E.

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:

Contractor: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

**NOTICE TO PROCEED
FOR THIS COMPLETION DATE CONTRACT**

TO: **RME Ltd., dba ELITE SURFACE INFRASTRUCTURE**

FROM: **DOUGLAS COUNTY GOVERNMENT**

DATE: _____

REGARDING: **HILLTOP ROAD IMPROVEMENT PROJECT SEGMENT 1
DOUGLAS COUNTY PROJECT NUMBER CI 2020-029**

You are hereby notified that work associated with this Completion Date Contract will commence on **APRIL 16, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated _____. The Contract Time of **487 calendar days** will be used to establish the Completion Date. The Contract time includes an anticipated winter shut-down period from approximately November 15, 2025, to March 15, 2026. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **AUGUST 16, 2026**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County

By: _____
JANET HERMAN, P.E.

Title: Director of Public Works

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Ben Pierce P.E., Project Engineer.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Thomas Kenny, Emergency Service Manager

DESCRIPTION: Public Contract for Services with Several Vendors for 2025 Aviation Wildland Fire Support.

SUMMARY: As a result of ongoing dry conditions in and around Douglas County, coupled with limited air resources in the region for the purpose of wildland fire suppression, the Douglas County Office of Emergency Management is requesting approval to enter into contracts with several vendors utilizing “Call When Needed” service options. The Office of Emergency Management seeks approval for public service contracts with the following vendors:

10 Tanker Air Carrier, LLC

HeliQwest International

Trans Aero LTD

Contracts will take effect on April 10, 2025, and expire on December 31, 2025.

RECOMMENDED ACTION: Approval of the 2025 Aviation Wildland Fire Public Contract for Services.

REVIEW:

Tim Hallmark	Approve	3/26/2025
Jeff Garcia	Escalated	4/1/2025
Amy Williams	Approve	4/2/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

2025 CWN Aircraft Contract_10 Tanker 3.11.25
2025 CWN Aircraft Contract_HeliQwest 3.11.25
2025 CWN Aircraft Contract_Trans Aero 3.11.25
Sole_Source_Memo_Approved

PUBLIC CONTRACT FOR SERVICES
Call When Needed (CWN) Helicopter Aircraft Services

THIS CONTRACT (“Contract”) is made and entered into this _____, _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and a **10 TANKER AIR CARRIER LLC**, (a limited liability corporation authorized to do business in Colorado (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities for providing mechanics, fuel, support, maintenance, crew and a helicopter aircraft for law enforcement, public safety, fire suppression, search and rescue; and

WHEREAS, the Contractor is the legal owner of a serviceable and operational aircraft (“Aircraft”) as described in Exhibit A herein, subject to any Lender lien or liens; and

WHEREAS, the County desires to have CWN use of Contractor’s aircraft and crew; 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: Debrah Schnackenberg, Emergency Management Director, (the “Authorized Representative”), 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 Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

A. General: 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 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 Contract 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.

B. Special: The Authorized Representative, by written instructions issued to the Contractor, may make direction regarding the services to be provided by Contractor as may be necessary to accomplish the purposes intended to be provided under this Contract. The Authorized Representative shall have such further authority, if any, as may be specifically granted or authorized by the County or the Douglas County Sheriff to initiate or process change orders affecting the Contract costs or quantity of services to be performed hereunder. Contractor shall not commence any changed or increased services prior to receipt of the required duly executed change order or amendment.

3. COMPENSATION: Subject to the maximum contract liability 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 Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED THOUSAND Dollars (\$100,000.00) for the term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. 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 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 this Contract shall commence as of 12:01 a.m. on **APRIL 10 , 2025** and terminate at 11:59 p.m. on **DECEMBER 31, 2025**. This Contract, at the option of the County, may be renewed for two (2) successive terms, if notice is given to the Contractor by the County on or before 45 days prior to the expiration date of the current term. 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 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 County.

8. INDEMNIFICATION-GENERAL: The County cannot and by this agreement 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 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 Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence 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 INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the 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.

In the event the Aircraft is partially destroyed or damaged, the Contractor shall, in its sole discretion, either (i) fully repair the Aircraft in order that it shall be placed in at least as good condition as it was prior to such partial destruction or damage; or (ii) terminate this Contract. Within five (5) working days after the date of such partial destruction or damage, Contractor shall give written notice to County specifying whether Contractor has elected to fully repair the Aircraft or to terminate this Contract,

which termination shall be effective immediately upon such written notice from Contractor to County setting forth Contractor's election to so terminate this Contract.

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: Michael Alexander
Douglas County
Office of Emergency Management
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303.660.7589
Facsimile: 303.814.8790
E-mail: dschnacken@dcsheriff.net

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Telephone: 303.660.7414
Facsimile: 303.688.6596

and by the County to: 10 Tanker Air Carrier, LLC
3201 University Blvd, Ste 102
Albuquerque, NM 87106-5635
Attention: John Gould, President & CEO
E-mail: jgould@10tanker.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 this 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 Consultant shall not include any reference to this Contract or services pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant 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:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

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 Exhibit C, 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.

EXHIBIT A
SCOPE OF WORK

Contractor will tender a flightworthy Aircraft, crew and support services described in this Agreement at the Douglas County Moore Road Facility, 8500 Moore Road, Littleton, Colorado 80125, as described and subject to the conditions below.

The Contractor shall commit the Aircraft, related services and crew to the County on Stand-By basis, as follows:

1. Call When Needed (“CWN”) Use: Contractor shall commit to providing the County the right to use the Aircraft, crew and support services without limitation, in compliance with FAA rules and regulations, subject to the availability of the Aircraft, crew and support services, as may be requested from time to time during the Term of this Agreement. CWN charges start when the Aircraft and crew are dispatched until released, portal to portal. It is understood that the Contractor’s prior planned use of the Aircraft will take precedence over the County’s use during CWN periods of time, as set and defined by the County.
2. The County shall provide Contractor with notice of its desire to use the Aircraft during any CWN period as far in advance of any given flight as possible, and in any case, at least twenty-four hours (24) in advance of a planned departure for such use, except it is understood that the County may request the use of Aircraft on an emergency basis where advance notice is not required. Requests for flight time shall be in a form, whether written or oral, mutually convenient to and agreed upon by the Parties. The County shall inform Contractor of:
 - a. Proposed departure point
 - b. Destination
 - c. Date and time of flight
 - d. The nature of the mission of the flight
 - e. Estimated date and time of return flight
 - f. Any other information concerning the proposed flight that may be pertinent to the flight mission
3. Contractor shall notify the County as to whether or not the requested CWN use of the Aircraft and Crew can be accommodated and, if not, the parties shall discuss alternatives if any are available.
4. The Contractor shall, at its own cost and expense, service, repair, maintain and overhaul, test or cause the same to be done to the Aircraft during the term of this Contract, in order to keep the Aircraft in good operating condition and appearance and to keep the Aircraft in such operating condition as may be necessary to enable airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations. The County shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Aircraft.
5. The Aircraft and crew subject to this Contract:
Boeing DC-10-30 (N17085, N522AX, N612AX, 603AX)
6. Upon dispatch of the Aircraft, crew and mechanics to the location specified by the County, the Contractor will act promptly to render the Aircraft operable and to transport the Aircraft

by flight to the point of operation. Upon arrival of the Aircraft at the point of operation, the Contractor will provide transport in the Aircraft as directed by the County, except that the Pilot in command shall have sole discretion to reject any proposed operation he deems unsafe.

7. If the Contractor becomes reasonably concerned that its personnel are not safe and/or endangered at the point of operation, the Pilot in command shall be entitled to immediately suspend operations and withdraw its personnel to a secure position.
8. Any maintenance and inspection of the Aircraft takes precedence over scheduling of the Aircraft by the County or any subcontractors authorized by the County, unless such maintenance or inspection can be safely deferred in accordance with applicable laws and regulations and within the sound discretion of the Pilot in command of the Aircraft. County is not responsible for the maintenance down time or repair when the Aircraft is not operational and Contractor shall not be paid for such down time.
9. Contractor will make reasonable efforts to ensure that the Aircraft is not operated in any unsafe manner or contrary to any manual or instructions for the Aircraft or in violation of the terms or conditions of any insurance policy covering the Aircraft or applicable law.
10. All pilots who operate the Aircraft for the County's flights, or for any users authorized by the County, shall have at least the minimum total pilot hours required by any policy of insurance covering the Aircraft and will meet or exceed all requirements under any policy of insurance covering the Aircraft.
11. Pursuant to Section 91.3 of the FAR, the Pilot in Command of such flight is responsible for, and is obligated and entitled to exercise final authority over the safe operation of the flight, and the parties agree that the Pilot in Command may, in the exercise of such authority, refuse to commence such flight, terminate such flight, or take any other flight related action that, in the judgment of the Pilot in Command, is required to ensure the safety of the Aircraft, the flight crew, the passengers, and any other persons and/or property.
12. The County and/or County's agents shall have the right to inspect the Aircraft or any documents related to the Aircraft at any reasonable time, upon giving Contractor reasonable notice, to ascertain the condition of the Aircraft and to satisfy the County that the Aircraft is being properly repaired and maintained in accordance with the requirements of this Contract. All required repairs shall be performed as soon as practicable after such inspection.
13. The Aircraft shall have and be in compliance with a current valid certificate of airworthiness issue by the FAA, and shall be airworthy according to the manufacturer's specifications and FAA regulations.
14. Contractor shall be solely responsible for any fines, penalties, or forfeitures relating in any manner to the operation, maintenance, or use of the Aircraft by the Contractor under this Contract.

**EXHIBIT B
METHOD OF PAYMENT**



10 TANKER AIR CARRIER, LLC

2025 DC-10 Airtanker Call When Needed (CWN) and Exclusive Use (EU)

Rate Sheet



Prepared for Douglas County Colorado

CWN Rate Table:

Item	Value
Aircraft Make/Model	Boeing DC-10-30
Aircraft FAA Registration (N-Number)	N17085, N522AX, N612AX, 603AX
Daily Availability	\$61,800
Rate per Flight Hour - Ferry (Dry)	\$15,000
Standby per hour (Home Base or Away)	N/A
Overnight rate per Crew (Flight or Main) member	Billed at Fed Rate

EU Rate Table:

Item	Value
Aircraft Make/Model	Boeing DC-10-30
Aircraft FAA Registration (N-Number)	N17085, N522AX, N612AX, 603AX
Daily Availability (150 day or longer)	\$59,225
Rate per Flight Hour - Ferry (Dry)	\$15,000
Standby per hour (Home Base or Away)	N/A
Overnight rate per Crew (Flight or Main) member	Billed at Fed Rate

Notes:

1. Rates do not include fuel. Fuel will be provided by Contracting Agency, or contractor can provide at cost. For planning purposes, fuel burn can be expected to be 2550 gal/hr.
2. Contracting Agency will be responsible for cost of retardant, retardant loading, and all applicable airport fees.
3. Contracting Agency will be responsible for providing lead plane.
4. Rates quoted are understood to include approved aircraft, crew, maintenance and insurance.

Questions may be directed to John Gould at (208) 258-0130.

****10 Tanker Proprietary Information****

3201 UNIVERSITY BLVD. SE, STE 102 ALBUQUERQUE, NM 87106-5635

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

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

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

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

PUBLIC CONTRACT FOR SERVICES
Call When Needed (CWN) Helicopter Aircraft Services

THIS CONTRACT (“Contract”) is made and entered into this ____ day, of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and a **HELIQWEST INTERNATIONAL**, (a limited liability corporation authorized to do business in Colorado (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities for providing mechanics, fuel, support, maintenance, crew and a helicopter aircraft for law enforcement, public safety, fire suppression, search and rescue; and

WHEREAS, the Contractor is the legal owner of a serviceable and operational aircraft (“Aircraft”) as described in Exhibit A herein, subject to any Lender lien or liens; and

WHEREAS, the County desires to have CWN use of Contractor’s aircraft and crew; 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: Debrah Schnackenberg, Emergency Management Director, (the “Authorized Representative”), 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 Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

A. General: 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 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 Contract 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.

B. Special: The Authorized Representative, by written instructions issued to the Contractor, may make direction regarding the services to be provided by Contractor as may be necessary to accomplish the purposes intended to be provided under this Contract. The Authorized Representative shall have such further authority, if any, as may be specifically granted or authorized by the County or the Douglas County Sheriff to initiate or process change orders affecting the Contract costs or quantity of services to be performed hereunder. Contractor shall not commence any changed or increased services prior to receipt of the required duly executed change order or amendment.

3. COMPENSATION: Subject to the maximum contract liability 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 Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED THOUSAND Dollars (\$100,000.00) for the term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. 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 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 this Contract shall commence as of 12:01 a.m. on **APRIL 10, 2025**, and terminate at 11:59 p.m. on **DECEMBER 31, 2025**. This Contract, at the option of the County, may be renewed for two (2) successive terms, if notice is given to the Contractor by the County on or before 45 days prior to the expiration date of the current term. 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 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 County.

8. INDEMNIFICATION-GENERAL: The County cannot and by this agreement 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 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 Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence 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 INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the 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.

In the event the Aircraft is partially destroyed or damaged, the Contractor shall, in its sole discretion, either (i) fully repair the Aircraft in order that it shall be placed in at least as good condition as it was prior to such partial destruction or damage; or (ii) terminate this Contract. Within five (5) working days after the date of such partial destruction or damage, Contractor shall give written notice to County specifying whether Contractor has elected to fully repair the Aircraft or to terminate this Contract,

which termination shall be effective immediately upon such written notice from Contractor to County setting forth Contractor's election to so terminate this Contract.

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: Michael Alexander
Douglas County
Office of Emergency Management
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303.660.7589
Facsimile: 303.814.8790
E-mail: dschnacken@dcsheriff.net

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Telephone: 303.660.7414
Facsimile: 303.688.6596

and by the County to: HeliQwest International
11915 Airport Way
Broomfield CO 80021
Phone: (303) 469-2932
Attention: Carson Johnson
E-mail: carsonj@heliqwest.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 this 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 Consultant shall not include any reference to this Contract or services pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant 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:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

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 Exhibit C, 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.

EXHIBIT A
SCOPE OF WORK

Contractor will tender a flightworthy Aircraft, crew and support services described in this Agreement at the Douglas County Moore Road Facility, 8500 Moore Road, Littleton, Colorado 80125, as described and subject to the conditions below.

The Contractor shall commit the Aircraft, related services and crew to the County on Stand-By basis, as follows:

1. Call When Needed (“CWN”) Use: Contractor shall commit to providing the County the right to use the Aircraft, crew and support services without limitation, in compliance with FAA rules and regulations, subject to the availability of the Aircraft, crew and support services, as may be requested from time to time during the Term of this Agreement. CWN charges start when the Aircraft and crew are dispatched until released, portal to portal. It is understood that the Contractor’s prior planned use of the Aircraft will take precedence over the County’s use during CWN periods of time, as set and defined by the County.
2. The County shall provide Contractor with notice of its desire to use the Aircraft during any CWN period as far in advance of any given flight as possible, and in any case, at least twenty-four hours (24) in advance of a planned departure for such use, except it is understood that the County may request the use of Aircraft on an emergency basis where advance notice is not required. Requests for flight time shall be in a form, whether written or oral, mutually convenient to and agreed upon by the Parties. The County shall inform Contractor of:
 - a. Proposed departure point
 - b. Destination
 - c. Date and time of flight
 - d. The nature of the mission of the flight
 - e. Estimated date and time of return flight
 - f. Any other information concerning the proposed flight that may be pertinent to the flight mission
3. Contractor shall notify the County as to whether or not the requested CWN use of the Aircraft and Crew can be accommodated and, if not, the parties shall discuss alternatives if any are available.
4. The Contractor shall, at its own cost and expense, service, repair, maintain and overhaul, test or cause the same to be done to the Aircraft during the term of this Contract, in order to keep the Aircraft in good operating condition and appearance and to keep the Aircraft in such operating condition as may be necessary to enable airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations. The County shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Aircraft.
5. The Aircraft and crew subject to this Contract:
 - Eurocopter AS350B3
 - Super Bell 205A1++
 - Kmax K1200
 - Sikorsky H-60A+ Blackhawk

6. Upon dispatch of the Aircraft, crew and mechanics to the location specified by the County, the Contractor will act promptly to render the Aircraft operable and to transport the Aircraft by flight to the point of operation. Upon arrival of the Aircraft at the point of operation, the Contractor will provide transport in the Aircraft as directed by the County, except that the Pilot in command shall have sole discretion to reject any proposed operation he deems unsafe.
7. If the Contractor becomes reasonably concerned that its personnel are not safe and/or endangered at the point of operation, the Pilot in command shall be entitled to immediately suspend operations and withdraw its personnel to a secure position.
8. Any maintenance and inspection of the Aircraft takes precedence over scheduling of the Aircraft by the County or any subcontractors authorized by the County, unless such maintenance or inspection can be safely deferred in accordance with applicable laws and regulations and within the sound discretion of the Pilot in command of the Aircraft. County is not responsible for the maintenance down time or repair when the Aircraft is not operational and Contractor shall not be paid for such down time.
9. Contractor will make reasonable efforts to ensure that the Aircraft is not operated in any unsafe manner or contrary to any manual or instructions for the Aircraft or in violation of the terms or conditions of any insurance policy covering the Aircraft or applicable law.
10. All pilots who operate the Aircraft for the County's flights, or for any users authorized by the County, shall have at least the minimum total pilot hours required by any policy of insurance covering the Aircraft and will meet or exceed all requirements under any policy of insurance covering the Aircraft.
11. Pursuant to Section 91.3 of the FAR, the Pilot in Command of such flight is responsible for, and is obligated and entitled to exercise final authority over the safe operation of the flight, and the parties agree that the Pilot in Command may, in the exercise of such authority, refuse to commence such flight, terminate such flight, or take any other flight related action that, in the judgment of the Pilot in Command, is required to ensure the safety of the Aircraft, the flight crew, the passengers, and any other persons and/or property.
12. The County and/or County's agents shall have the right to inspect the Aircraft or any documents related to the Aircraft at any reasonable time, upon giving Contractor reasonable notice, to ascertain the condition of the Aircraft and to satisfy the County that the Aircraft is being properly repaired and maintained in accordance with the requirements of this Contract. All required repairs shall be performed as soon as practicable after such inspection.
13. The Aircraft shall have and be in compliance with a current valid certificate of airworthiness issue by the FAA, and shall be airworthy according to the manufacturer's specifications and FAA regulations.
14. Contractor shall be solely responsible for any fines, penalties, or forfeitures relating in any manner to the operation, maintenance, or use of the Aircraft by the Contractor under this Contract.

**EXHIBIT B
METHOD OF PAYMENT**

Charges may be paid by the County from its emergency incident funds independent of the contract encumbrance set forth in paragraph 4 of the Contract, titled Maximum Contract Expenditure.

Contractor will submit invoice for services, equipment and mileage as provided in paragraph 6 in Contract.



11915 Airport Way
Broomfield, Co
80021
Phone 303-469-2932
Fax 303-466-3522
www.heliqwest.com

2025 Rate Sheet for Douglas County

AS350B3

- \$2800 per hour wet (up to \$4.00 per gallon fuel included)
- \$800 per day for fuel vehicle.
- Minimum 4 flight hours per day (**Exclusive Use negotiated at time of hire**)
- Up to 5 Passengers pending performance calculation (altitude/temps)

Super Bell 205

- \$3800 per hour wet (up to \$4.00 p/gallon fuel included)
- \$1500 per day for fuel truck
- Minimum 4 flight hours per day (**Exclusive Use negotiated at time of hire**)
- Up to 9 Passengers pending performance calculation (altitude/temps)

Kmax K1200

- \$5500 per hour wet (up to \$4.00 p/gallon fuel included)
- \$1500 per day for fuel truck
- Minimum 4 flight hours per day (**Exclusive Use negotiated at time of hire**)
- External work only, no passengers

Sikorsky H60A+ Blackhawk

- \$8000 per hour wet (up to \$4.00 p/gallon fuel included)
- \$1500 per day for fuel truck
- Minimum 4 flight hours per day (**Exclusive Use negotiated at time of hire**)
- External work only, no passengers

All Aircraft Types will have additional Meal and Lodging charges of \$200.00 per day per Crew Person.

Mobilization will be charged at aircraft type flight hour rate multiplied by the actual round-trip flight time from point of hire.

Straight Hourly with daily minimums apply for short term hire.

All Aircraft use an SEI Bambi Bucket on 100' + long line

Belly Tank may be available on Bell 205 or H60A+

All subject to aircraft availability

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the

part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

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

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

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

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

PUBLIC CONTRACT FOR SERVICES
Call When Needed (CWN) Helicopter Aircraft Services

THIS CONTRACT (“Contract”) is made and entered into this _____ day, of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and a **TRANS AERO LTD**, (a limited liability corporation authorized to do business in Colorado (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities for providing mechanics, fuel, support, maintenance, crew and a helicopter aircraft for law enforcement, public safety, fire suppression, search and rescue; and

WHEREAS, the Contractor is the legal owner of a serviceable and operational aircraft (“Aircraft”) as described in Exhibit A herein, subject to any Lender lien or liens; and

WHEREAS, the County desires to have CWN use of Contractor’s aircraft and crew; 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: Debrah Schnackenberg, Emergency Management Director, (the “Authorized Representative”), 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 Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

A. General: 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 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 Contract 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.

B. Special: The Authorized Representative, by written instructions issued to the Contractor, may make direction regarding the services to be provided by Contractor as may be necessary to accomplish the purposes intended to be provided under this Contract. The Authorized Representative shall have such further authority, if any, as may be specifically granted or authorized by the County or the Douglas County Sheriff to initiate or process change orders affecting the Contract costs or quantity of services to be performed hereunder. Contractor shall not commence any changed or increased services prior to receipt of the required duly executed change order or amendment.

3. COMPENSATION: Subject to the maximum contract liability 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 Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED THOUSAND Dollars (\$100,000.00) for the term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. 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 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 this Contract shall commence as of 12:01 a.m. on **APRIL 10, 2025**, and terminate at 11:59 p.m. on **DECEMBER 31, 2025**. This Contract, at the option of the County, may be renewed for two (2) successive terms, if notice is given to the Contractor by the County on or before 45 days prior to the expiration date of the current term. 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 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 County.

8. INDEMNIFICATION-GENERAL: The County cannot and by this agreement 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 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 Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence 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 INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the 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.

In the event the Aircraft is partially destroyed or damaged, the Contractor shall, in its sole discretion, either (i) fully repair the Aircraft in order that it shall be placed in at least as good condition as it was prior to such partial destruction or damage; or (ii) terminate this Contract. Within five (5) working days after the date of such partial destruction or damage, Contractor shall give written notice to County specifying whether Contractor has elected to fully repair the Aircraft or to terminate this Contract,

which termination shall be effective immediately upon such written notice from Contractor to County setting forth Contractor's election to so terminate this Contract.

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: Michael Alexander
Douglas County
Office of Emergency Management
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303.660.7589
Facsimile: 303.814.8790
E-mail: dschnacken@dcsheriff.net

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Telephone: 303.660.7414
Facsimile: 303.688.6596

and by the County to: Trans Aero LTD
5235 Gulfstream Court
Loveland, CO 80538
Attention: Kevin Shields, President
E-mail: kshields@transaeroheli.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 this 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 Consultant shall not include any reference to this Contract or services pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant 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:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

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 Exhibit C, 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.

EXHIBIT A
SCOPE OF WORK

Contractor will tender a flightworthy Aircraft, crew and support services described in this Agreement at the Douglas County Moore Road Facility, 8500 Moore Road, Littleton, Colorado 80125, as described and subject to the conditions below.

The Contractor shall commit the Aircraft, related services and crew to the County on Stand-By basis, as follows:

1. Call When Needed (“CWN”) Use: Contractor shall commit to providing the County the right to use the Aircraft, crew and support services without limitation, in compliance with FAA rules and regulations, subject to the availability of the Aircraft, crew and support services, as may be requested from time to time during the Term of this Agreement. CWN charges start when the Aircraft and crew are dispatched until released, portal to portal. It is understood that the Contractor’s prior planned use of the Aircraft will take precedence over the County’s use during CWN periods of time, as set and defined by the County.
2. The County shall provide Contractor with notice of its desire to use the Aircraft during any CWN period as far in advance of any given flight as possible, and in any case, at least twenty-four hours (24) in advance of a planned departure for such use, except it is understood that the County may request the use of Aircraft on an emergency basis where advance notice is not required. Requests for flight time shall be in a form, whether written or oral, mutually convenient to and agreed upon by the Parties. The County shall inform Contractor of:
 - a. Proposed departure point
 - b. Destination
 - c. Date and time of flight
 - d. The nature of the mission of the flight
 - e. Estimated date and time of return flight
 - f. Any other information concerning the proposed flight that may be pertinent to the flight mission
3. Contractor shall notify the County as to whether or not the requested CWN use of the Aircraft and Crew can be accommodated and, if not, the parties shall discuss alternatives if any are available.
4. The Contractor shall, at its own cost and expense, service, repair, maintain and overhaul, test or cause the same to be done to the Aircraft during the term of this Contract, in order to keep the Aircraft in good operating condition and appearance and to keep the Aircraft in such operating condition as may be necessary to enable airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations. The County shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Aircraft.
5. The Aircraft and crew subject to this Contract:
 - Eurocopter AS350B3 with bucket or tank
 - Bell 205A1++ with bucket or tank
 - UH-60A+ with bucket or tank

6. Upon dispatch of the Aircraft, crew and mechanics to the location specified by the County, the Contractor will act promptly to render the Aircraft operable and to transport the Aircraft by flight to the point of operation. Upon arrival of the Aircraft at the point of operation, the Contractor will provide transport in the Aircraft as directed by the County, except that the Pilot in command shall have sole discretion to reject any proposed operation he deems unsafe.
7. If the Contractor becomes reasonably concerned that its personnel are not safe and/or endangered at the point of operation, the Pilot in command shall be entitled to immediately suspend operations and withdraw its personnel to a secure position.
8. Any maintenance and inspection of the Aircraft takes precedence over scheduling of the Aircraft by the County or any subcontractors authorized by the County, unless such maintenance or inspection can be safely deferred in accordance with applicable laws and regulations and within the sound discretion of the Pilot in command of the Aircraft. County is not responsible for the maintenance down time or repair when the Aircraft is not operational and Contractor shall not be paid for such down time.
9. Contractor will make reasonable efforts to ensure that the Aircraft is not operated in any unsafe manner or contrary to any manual or instructions for the Aircraft or in violation of the terms or conditions of any insurance policy covering the Aircraft or applicable law.
10. All pilots who operate the Aircraft for the County's flights, or for any users authorized by the County, shall have at least the minimum total pilot hours required by any policy of insurance covering the Aircraft and will meet or exceed all requirements under any policy of insurance covering the Aircraft.
11. Pursuant to Section 91.3 of the FAR, the Pilot in Command of such flight is responsible for, and is obligated and entitled to exercise final authority over the safe operation of the flight, and the parties agree that the Pilot in Command may, in the exercise of such authority, refuse to commence such flight, terminate such flight, or take any other flight related action that, in the judgment of the Pilot in Command, is required to ensure the safety of the Aircraft, the flight crew, the passengers, and any other persons and/or property.
12. The County and/or County's agents shall have the right to inspect the Aircraft or any documents related to the Aircraft at any reasonable time, upon giving Contractor reasonable notice, to ascertain the condition of the Aircraft and to satisfy the County that the Aircraft is being properly repaired and maintained in accordance with the requirements of this Contract. All required repairs shall be performed as soon as practicable after such inspection.
13. The Aircraft shall have and be in compliance with a current valid certificate of airworthiness issue by the FAA, and shall be airworthy according to the manufacturer's specifications and FAA regulations.
14. Contractor shall be solely responsible for any fines, penalties, or forfeitures relating in any manner to the operation, maintenance, or use of the Aircraft by the Contractor under this Contract.

**EXHIBIT B
METHOD OF PAYMENT**

Charges may be paid by the County from its emergency incident funds independent of the contract encumbrance set forth in paragraph 4 of the Contract, titled Maximum Contract Expenditure.

Contractor will submit invoice for services, equipment and mileage as provided in paragraph 6 in Contract.



Main 307.778.5777
Facsimile 970.667.1995
5235 Gulfstream Court
Loveland, CO 80538
transaeroheli.com

Trans Aero CWN Rates for 2025

3 hour daily minimum

AS350B3	\$2,350
Bell 205A1++ Bucket	\$3,500
Bell 205A1++ Tanked	\$3,800
UH-60A+ Bucket	\$6,500
UH-60A+ Tanked	\$7,250

Fuel Support Vehicle:

\$3.20 per mile 800-1500 gallon capacity (AS350)

\$4.43 per mile 4500 Gallon capacity (Bell 205A1++ / UH-60A+)

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

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

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

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

) **ss.**

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

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.

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

By: _____

, Chair

ATTEST:

By: _____

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

By: _____

By: _____

DATE: _____

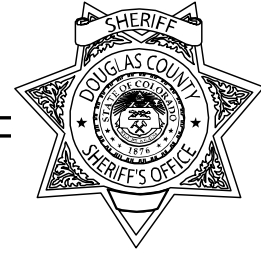
DATE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____

DATE: _____

Memorandum



Office of Emergency Management

TO: County Manager, Doug Debord

FROM: Director of Emergency Management, Mike Alexander

DATE: March 11, 2025

SUBJ: Sole Source Justification – 10 Tanker Air Carrier

The Office of Emergency Management is requesting approval for sole source of 10 Tanker. We currently have a call when needed contract with this company and several helicopter companies. 10 Tanker is a firefighting resource based in Albuquerque, NM. We may have a need in the future to use a Very Large Air Tanker (VLAT) on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. We are fortunate to have this resource available near Colorado. This company will be a force multiplier with helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with 10 Tanker since 2015. 10 Tanker's rates are very expensive. However, the cost, along with the location of the operation, makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of 10 Tanker along with our training and operational experience are key, 3) 10 Tanker is very cost effective in comparison to the catastrophic loss from an Urban Interface Fire. 10 Tanker is located close by in Albuquerque, NM.

Approved By:

Signed by:

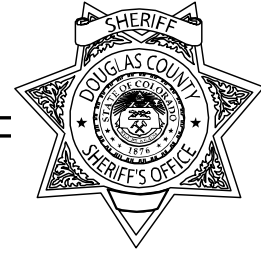
 B5C95B8DCFAB4AA...

Douglas Debord, County Manager

3/11/25
 Date

Memorandum

Office of Emergency Management



TO: County Manager, Doug Debord
FROM: Director of Emergency Management, Mike Alexander
DATE: March 11, 2025
SUBJ: Sole Source Justification – HeliQwest International

The Office of Emergency Management is requesting approval for sole source of HeliQwest. We currently have call when needed contracts with rotor wing and fixed wing companies. HeliQwest is a helicopter firefighting resource based in Broomfield, CO. We may have a need in the future to use HeliQwest helicopters on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. Many other jurisdictions contract with HeliQwest for aerial fire suppression, including our DFPC and USFS partners. This company will be a force multiplier with other helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with HeliQwest since 2015. The proximity of HeliQwest makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of HeliQwest along with our training and operational experience are key, 3) HeliQwest is very cost effective in comparison to other companies located further away. HeliQwest International is located close by in Broomfield, CO.

Approved By:

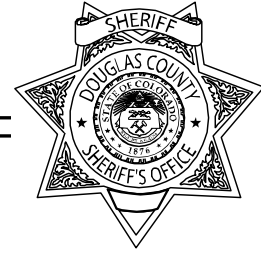
Signed by:
Doug Debord
B5C95B8DCFAB4AA...

Douglas Debord, County Manager

3/11/25

Date

Memorandum



Office of Emergency Management

TO: County Manager, Doug Debord

FROM: Director of Emergency Management, Mike Alexander

DATE: March 11, 2025

SUBJ: Sole Source Justification – Trans Aero LTD

The Office of Emergency Management is requesting approval for sole source of Trans Aero LTD. We currently have call when needed contracts with several rotor wing and fixed wing companies. Trans Aero is a helicopter firefighting resource based in Loveland, CO. We may have a need in the future to use Trans Aero helicopters on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. Many other jurisdictions have contracted with this company for aerial fire suppression including our USFS partners. This company will be a force multiplier with other helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with Trans Aero since 2015. The proximity of Trans Aero makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of Trans Aero along with our training and operational experience are key, 3) Trans Aero is very cost effective in comparison to other companies located further away. Trans Aero LTD is located close by in Loveland, CO.

Approved By:

Signed by:

B5C95B8DCEAB4AA

Douglas Debord, County Manager

3/11/25
 Date

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Commander Alan Stanton

DESCRIPTION: Adoption of 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, on First Reading.

SUMMARY: The Sheriff's Office has recommended that the Board Adopt Ordinance No. O-025-001, which incorporates the new provisions set forth Ordinance pertaining to Commercial and Recreational Vehicles in Highly Urbanized Areas in the Douglas County.

RECOMMENDED ACTION: Motion adopting 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, on First Reading.

Second and Final Reading of Ordinance No. O-025-001 is scheduled for a public hearing on April 22, 2025.

REVIEW:

Jeff Garcia	Approve	3/18/2025
Andrew Copland	Approve	3/19/2025
Doug DeBord	Approve	3/26/2025

ATTACHMENTS:

Proposed Amendment to Traffic Ordinance FINAL
Proposed Amendment to Traffic Ordinance (002)

ORDINANCE NO. O-025-00x
As Amended

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 title 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 Exhibit A, 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.

Deletions. 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
- (l) 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
- (ff) 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 1. 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 Exhibit A 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 Exhibit A, 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. **Private Property Parking Restrictions**

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 Exhibit B, 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.

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.

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

(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 _____, 2025 and ordered published in the DOUGLAS COUNTY NEWS-PRESS.

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

By: _____
Abe Laydon, Chair

ATTEST:

Hayley Hall, Deputy Clerk

ADOPTED ON SECOND AND FINAL READING on _____, 2025, and ordered published by reference to title only in the DOUGLAS COUNTY NEWS-PRESS.

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

By: _____
Abe Laydon, Chair

ATTEST:

Hayley Hall, Deputy Clerk

CERTIFICATE

I hereby certify that the foregoing Ordinance No. 0-025-00x was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissions of the County of Douglas on _____, 2025, and the same was published in full in the Douglas County News-Press, a newspaper of general circulation published in Douglas County, on _____, 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 _____, 2025. Said ordinance was published in full on or before _____, 2025. Said ordinance shall become effective as of _____, 2025.

Hayley Hall, Deputy Clerk

State of Colorado)
)ss.
County of Douglas)

Subscribed and sworn to before me this __, day of _____, 2025 by Hayley Hall, Deputy Clerk.

Notary Public

My commission expires: _____

CERTIFICATION

I, Hayley Hall, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. 0-025-00x, 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.

Hayley Hall, Deputy Clerk

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 Townsville 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

Chaparral 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

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, which remains unincorporated);

ORDINANCE NO. O-025-00x
As Amended

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 title 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 Exhibit A, 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.

Deletions. 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
- (l) 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
- (ff) 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 1. 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 Exhibit A 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 Exhibit A, 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 Part III 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. **Private Property Parking Restrictions**

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 Exhibit B, 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.

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, 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.

Within the areas designated by the Douglas County Master Plan as highly urbanized, 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 Heavily Urbanized Areas.

The Board of County Commissioners designates as Heavily Urbanized 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 Heavily Urbanized 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.

Violation. Any person who violates any Section of this Ordinance 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. **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 _____, 2025 and ordered published in the DOUGLAS COUNTY NEWS-PRESS.

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

By: _____
Abe Laydon, Chair

ATTEST:

Hayley Hall, Deputy Clerk

ADOPTED ON SECOND AND FINAL READING on _____, 2025, and ordered published by reference to title only in the DOUGLAS COUNTY NEWS-PRESS.

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

By: _____
Abe Laydon, Chair

ATTEST:

Hayley Hall, Deputy Clerk

CERTIFICATE

I hereby certify that the foregoing Ordinance No. 0-025-00x was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissions of the County of Douglas on _____, 2025, and the same was published in full in the Douglas County News-Press, a newspaper of general circulation published in Douglas County, on _____, 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 _____, 2025. Said ordinance was published in full on or before _____, 2025. Said ordinance shall become effective as of _____, 2025.

Hayley Hall, Deputy Clerk

State of Colorado)
)ss.
County of Douglas)

Subscribed and sworn to before me this __, day of _____, 2025 by Hayley Hall, Deputy Clerk.

Notary Public

My commission expires: _____

CERTIFICATION

I, Hayley Hall, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. 0-025-00x, 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.

Hayley Hall, Deputy Clerk

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 Townsville 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

Chaparral 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

EXHIBIT C
HEAVILY URBANIZED 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

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Jeff Garcia, County Attorney

DESCRIPTION: Heroes Hall Lease.

SUMMARY: Lease for veteran services facility at Douglas County Fair Grounds.

RECOMMENDED ACTION: Approval of Lease.

REVIEW:

Jeff Garcia	Approve	4/4/2025
Andrew Copland	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Heroes Hall Lease
Exhibit B 3.26.25

HEROES HALL LEASE AGREEMENT

THIS HEROES HALL LEASE AGREEMENT (“Lease Agreement”) made this ___ day of _____, 2025, between the Heroes Hall Foundation, a non-profit organization, incorporated in the State of Colorado (“Lessee”), and the Board of County Commissioners of the County of Douglas, State of Colorado, a political subdivision of the State of Colorado (“Lessor”). Lessee and Lessor may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WHEREAS, Lessor is the owner of property situated in the County of Douglas, State of Colorado, a portion of the Douglas County Fairgrounds, specifically described in *Exhibit A* attached hereto and incorporated herein by reference (the “Premises”); and

WHEREAS, Lessee is a non-profit organization that provides charitable, social, educational, and community services, including a meeting place for United States Military Veterans and first responders; and

WHEREAS, Lessee herein agrees to the lease and make substantial improvements on the Premises to further its organizational goals and provide essential Veteran Services in Douglas County, Colorado.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the Parties agree as follows:

1. Use of Premises.

Subject to all of the terms of this Lease Agreement, Lessor leases, grants, and demises to Lessee, subject to any easements, rights-of-way, reservations, restrictions, or any other interests of record, the right to use by the Lessee over, upon, and across the Premises, and Lessee hires, leases, and rents from Lessor, for the purpose of conducting in and on such Premises any lawful activity, except as limited below, and for no other purposes, the Premises.

2. Term.

The initial term (“Term”) of this Lease Agreement shall be for fifty (50) years, commencing on May 1, 2025 and ending on June 1, 2075, which thereafter, the Term shall be extended for an additional ten (10) year Term, unless either Party terminates the Lease Agreement by written notice providing sixty (60) days to cease operations and vacate the Premises.

3. Rent.

The annual rent shall be One Dollar (\$1.00), which Lessee shall pay to Lessor, without deduction or offset, due and payable annually on the anniversary date of the latest signature on this Lease Agreement.

4. Warranties of Title and Quiet Possession.

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make and enter into this Lease Agreement, and that Lessee shall have quiet and peaceable possession of the Premises during the Term of this Lease Agreement.

5. Delivery of Possession.

If Lessor, for any reason cannot deliver possession of the Premises to Lessee at any time during the Lease Agreement, this Lease Agreement shall be void.

6. Permitted and Prohibited Uses.

- A. Subject to the terms and conditions of this Lease Agreement, Lessee shall have the authority to possess and occupy the Premises for any activity in furtherance of any of Lessee's operations, including operation of the Heroes Hall Foundation business and organizational goals.
- B. In addition to the Prohibited Uses listed in Section 6(F), Lessee shall not use, or knowingly permit any of Lessee's officers, officials, directors, agents, and employees to use the Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are leased under this Lease Agreement. Best efforts will be made that no use shall be made or permitted to be made of the Premises, or acts done, which will cause a cancellation of any insurance policy covering the Premises, or any part of such building or structure, or any potential liability of Lessor, its officers, officials, directors, agents and employees, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article that may be prohibited by the standard form of fire insurance policies.
- C. Lessee shall not conduct any activities or maintain the Premises in any way that Lessee knows interferes with or obstructs any operations of Lessor.
- D. Lessee shall, at its sole cost, comply with all requirements made known to Lessee pertaining to the Premises, of any insurance organization or company necessary for the maintenance of insurance, as provided in this Lease Agreement.

- E. No sign, notice, or other advertisement, shall be inscribed, painted, affixed, or displayed on any part of the Premises without prior express and written consent of Lessor.
 - F. The following uses, for purposes of illustration and not by way of limitation, shall be expressly prohibited upon the Premises:
 - i. Any action that violates Douglas County Fairground policy;
 - ii. Any action that violates applicable Castle Rock zoning and use restrictions; and
 - iii. The use of any interest in the Lease Agreement as capital for any debt instrument.
7. **Non-Discrimination.** Lessee covenants and agrees that in all matters pertaining to the performance of this Lease Agreement, Lessee shall at all times conduct its business in a manner that assures fair, equal, and non-discriminatory treatment of all persons without respect to race, creed, or national origin and, in particular, Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities. Lessee will comply strictly with all requirements of applicable Federal, State, and local laws and regulations relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons, customers, or their guests without discrimination as to anyone's race, creed, color, or national origin. In no event shall Lessee discriminate against any person living within the boundaries of Lessor as to the use and enjoyment of the Premises, including, but not limited to, differential rates, fees, or preferences of any kind. The preceding shall not be constructed to prohibit Lessee from reserving all or a part of the Premises for special groups or functions, related to the Lessee's operations and organizational goals, at the discretion of Lessee. Additionally, Lessee may, at its discretion, restrict use of the Premises to certain days and hours of the day.
8. **Law Enforcement.** Lessee shall exercise due diligence, within the limits of normal law enforcement activities and personnel limitations, to secure compliance by all users of the Premises, authorized and unauthorized, with all Federal and State statutes, county resolutions and ordinances, rules, and regulations applicable or set forth herein. Lessee shall permit unimpeded access to the Premises to all law enforcement personnel in the performance of their official duties.
9. **Legal Compliance.** During the Term of this Lease Agreement, Lessee shall comply with all applicable laws affecting the Premises, the breach of which may result in termination of this Lease Agreement.

10. Waste and Nuisance. Lessee shall not commit, or allow to be committed, any waste or nuisance on the Premises with its reasonable control.

11. Lessor's Right of Entry. Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises and conducting any operations of Lessor, and for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises occasioned by the entry.

12. Subletting and Assignment.

A. Lessee may not sublet, assign, or transfer its interest in the Premises, in whole or in part, without Lessor's prior, express, and written consent, but if such consent is given, the making of any sublease, assignment, or transfer shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease Agreement. Any sublet or assignment or transfer without consent shall be void, and shall, at the option of Lessor, terminate this Lease Agreement.

B. Neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the Premises or any buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease Agreement.

13. Notices.

A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO LESSEE: Heroes Hall Foundation
834-F S. Perry St. #104
Castle Rock, CO 80104

TO LESSOR: County Manager

Douglas County
100 Third Street
Castle Rock, CO 80104

and a copy to:

County Attorney
Douglas County
100 Third Street
Castle Rock, CO 80104

- B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

14. Construction of New Buildings or Structures.

- A. After prior, express, and written conceptual approval from Lessor, Lessee may seek final approval from Lessor to erect on the Premises any buildings, structures, and improvements necessary for the Lessee's operations and achievement of the Lessee's organizational goals. On or before any application for any building permit or other governmental approval to construct or commencement of construction, whichever is earlier, Lessee shall, at Lessee's sole expense, prepare plans and specifications for a new building or structure to be erected on the Premises which shall provide complete and sufficiently detailed information on which the Lessor can make a decision. Such plans and specifications shall be submitted to Lessor for Lessor's written approval, or any revisions required by Lessor. Lessor shall not unreasonably withhold such approval, and in the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons for disapproval within forty-five (45) days after the plans and specifications are submitted to Lessor. The Lessee shall not erect any buildings, structures, and improvements on the Premises without the Lessor's express written approval. A building or structure hereafter erected or built on or located on the Premises by Lessee shall be constructed and maintained in compliance with the laws of the State of Colorado and the fire, building, and health ordinances and rules of the County of Douglas, and shall be built under inspection and subject to the lawful requirements of such county or of such other agency or office authorized by law to inspect and make rules covering the erection and inspection of buildings.

15. Permits Under Zoning Ordinances or Regulations.

Nothing in this Lease Agreement shall obligate Lessor to assist Lessee in obtaining a permit under any zoning ordinance or regulation for such use as Lessee intends to make of the Premises.

16. Repairs and Destruction of Premises and Improvements.

- A. Lessee shall comply with and abide by all federal, state, county, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.
- B. If, during the Term of this Lease Agreement, any law, regulation, or rule requires that an alteration, addition, or any other change or improvement be made to the Premises, the Parties agree as follows: 1.) If the alterations, additions, or other changes or improvements are required as a result of Lessee's use of the Premises or improvements made by the Lessee, the Lessee shall make the required changes and bear all expenses connected with them; 2.) If the alterations, additions, or other changes or improvements are unrelated to Lessee's use and improvements of the Premises, the Lessor may make the required changes as required by law.
- C. The Lessee may not alter, intentionally damage, discard, sale, or otherwise remove any part of any improvement made by any Party, including third parties to the Premises.
- D. Lessee expressly waives all claims for damages due to such alterations, additions, or other changes or improvements.

17. Utilities.

- A. To the extent they are caused by Lessee's use of the Premises, Lessee shall fully and promptly pay for all water, sewage, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Premises throughout the Term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises, and Lessor shall have no responsibility of any kind for any such utilities. If Lessee desires additional utilities not already furnished on the Premises, Lessee shall be solely responsible for the construction, maintenance, and connection of any utilities. Additionally, any routing or re-routing of utilities on the Premises shall be the sole responsibility of Lessee. Such new connection, routing, or re-routing shall be approved in writing by Lessor prior to any work.

- B. After construction of the Heroes Hall building or any improvement on the property where a certificate of occupancy is issued, the parties shall amend this Agreement or enter into another agreement for the maintenance and utilities at the property.

18. Redelivery of Premises.

At the expiration or earlier termination of this Lease Agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the Premises in good order and condition subject to the other provisions of this Lease Agreement.

19. Remedies.

Lessee waives all potential legal claims, causes action, and remedies against Lessor arising from performance of this Lease Agreement.

20. Insurance.

- A. Lessee agrees to procure and maintain, at its own expense, all insurance and security requirements as described in Exhibit B.
- B. Said Commercial General Liability insurance policy will name Lessor as an additional insured. Lessee and the insurer will endeavor to give Lessor thirty (30) days written notice before said policy is canceled.
- C. The Parties understand and agree that Lessor and Lessee are relying on, and do not waive or intend to waive by any provision of this Lease Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. as from time to time amended.

21. Notice of Default.

Except as otherwise provided in this Lease Agreement, Lessee shall not be deemed to be in default under this Lease Agreement in the payment of rent or other moneys required, in the furnishing of any bond or insurance policy when required in this Lease Agreement, or for failure to comply with any of the other covenants in this Lease Agreement unless Lessor shall first give to Lessee written notice of the default.

22. Default.

In the event of any breach of this Lease Agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Should Lessor elect to re-enter, as provided in this Lease Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease Agreement at its sole discretion.

23. Lessor's Right to Perform.

In the event that Lessee by failing or neglecting to do or perform any act or thing provided in this Lease Agreement by it to be done or performed, shall be in default under this Lease Agreement and such failure shall continue after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of such election. Lessee shall repay to Lessor on demand, but in no event later than the next minimum rental payment the entire expense incurred on account of such election, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease Agreement, or of any other right or remedy of Lessor, under this Lease Agreement or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease Agreement, if not paid when they become due as in this Lease Agreement provided, shall bear interest from the date they become due until paid at the rate of eight percent (8%) per annum, compounded monthly until paid in full.

24. Mutual Use of Parking

During the Douglas County Annual County Fair and by mutual agreement of the parties, the Lessor shall have access and use of parking at the property for the purpose of providing public parking at no cost.

25. Surrender of Lease.

The voluntary or other surrender of this Lease Agreement by Lessee, or a mutual cancellation of this Lease Agreement, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

26. Termination.

The Parties may at any time without cause terminate the Lease Agreement by written notice. The Lease agreement shall terminate if:

- A. Either Party ceases to exist;
- B. The Lessee ceases to operate for its intended purposes or seek its operational goals.

27. Disposition of Improvements on Termination of Lease.

Upon termination of this Lease Agreement by the Lessor for any cause other than Lessee breach; Lessee ceasing to exist; or expiration of this Lease Agreement, the Lessor shall reimburse the Lessee for all improvements made to the Lessee at fair market value at the time of termination.

Upon termination of this Lease Agreement by the Lessee or by the Lessor for Lessee breach; Lessee ceasing to exist; or expiration of this Lease Agreement, Lessee shall surrender the property and all improvements to the Lessor at no additional cost to the Lessee pursuant to this Agreement.

The Lessor shall not dispose of the property during the term of the lease unless made to do so by an order of a court of competent jurisdiction.

28. Waiver.

- A. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant, or condition contained in this Lease Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease Agreement.
- B. The subsequent acceptance of rent under this Lease Agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of rent.

29. Effect of Lessee's Holding Over.

Any holding over after the expiration of the Term of this Lease Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same rental rate as

required to be paid by Lessee for the period immediately prior to the expiration of the Term of this Lease Agreement, and shall otherwise be on the terms and conditions specified in this Lease Agreement, so far as applicable.

30. Parties Bound.

The covenants and conditions contained in this Lease Agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to the Lease Agreement.

31. Section Captions.

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

32. Colorado Law.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

33. Indemnification.

The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Beneficiary or any other person or entity whatsoever, for any purpose whatsoever. The Beneficiary shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Beneficiary 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, its commissioners, officials, officers, directors, agents and employees.

34. No Waiver of Governmental Immunity Act.

The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or 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 Parties.

35. Entire Agreement.

This Lease Agreement shall constitute the entire Agreement between the Parties. Any prior or contemporaneous understanding or representation of any kind preceding or on the date of this Lease Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

36. Modification of Agreement.

Any modification of this Lease Agreement or additional obligation assumed by either Party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each Party or an authorized representative of each Party.

37. Additional Documents.

The Parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

38. Authority to Enter.

The below signed individuals affirm that they have full authority of their respective organizations to enter this agreement and that all of actions and documentation required to bind their respective organizations to the terms of this Lease Agreement have been authorized and completed.

39. Maximum Contract Appropriation and Liability.

Any other provisions of this Lease Agreement notwithstanding, in no event shall the Lessee be liable for payment under this Agreement for any amount in excess of One Dollar (\$ 1.00) for the 2025 fiscal year. The Lessee is not under obligation to make any future apportionment or allocation to this Lease Agreement and the parties recognize that pursuant to C.R.S. section 29-1-110, future years of this contract are subject to annual appropriation.

40. No Third-Party Beneficiaries.

The enforcement of the terms and conditions of this Lease Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Lessor and Lessee, and nothing

contained in this Lease Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any alleged third-party beneficiary of this Lease Agreement is deemed to be an incidental beneficiary only with no right of enforcement.

41. Severability.

It is understood and agree by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

42. Entire Agreement.

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof. Any conflict between the body of this Lease Agreement and an Exhibit shall be resolved and interpreted in favor of the body of the Lease Agreement. Any conflict between this Lease Agreement shall be resolved and interpreted in favor of the most recently executed document.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Lease Agreement on the date first set forth above.

LESSEE:

By: _____
Philip M. McNairy
Heroes Hall Foundation

ATTEST:

EXHIBIT A

Legal Description of the Premises

The Premises as referenced and used in the Lease Agreement by LOT 2 BLK 1 PLUM CREEK COMMERCIAL #2 1.000 AM/L, State Parcel Number 250511412002 owned by Douglas County, Colorado held by the Douglas County Board of County Commissioners.

This legal description of the Premises may be amended only by a written amendment to the Lease Agreement and this Exhibit A.

Exhibit B

Insurance Requirements for Lessees

(Not For Daily or Short Term Rentals)

Lessee shall procure and maintain insurance for the duration of the lease against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The Lessee shall bear the cost of such insurance. The Lessee shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

Douglas County Government, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the negligence of the user during the use of the facilities or grounds. General liability coverage can be provided in the form of an endorsement to the Lessee insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Lessee’s primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee 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 Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions/Deductibles

Self-insured retentions and/or deductibles must be declared to and approved by Douglas County Government. Douglas County Government may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County Government. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Douglas County Government may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Douglas County Government reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Douglas County Government.

Verification of Coverage

Lessee shall furnish the Douglas County Government with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Douglas County before the lease commences. However, failure to obtain the required documents before start of the lease beginning shall not waive the Lessee's obligation to provide them. Douglas County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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

Exhibit B

Insurance Requirements for Lessees

(Not For Daily or Short Term Rentals)

Lessee shall procure and maintain insurance for the duration of the lease against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The Lessee shall bear the cost of such insurance. The Lessee shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

Douglas County Government, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the negligence of the user during the use of the facilities or grounds. General liability coverage can be provided in the form of an endorsement to the Lessee insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Lessee’s primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee 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 Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions/Deductibles

Self-insured retentions and/or deductibles must be declared to and approved by Douglas County Government. Douglas County Government may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County Government. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Douglas County Government may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Douglas County Government reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Douglas County Government.

Verification of Coverage

Lessee shall furnish the Douglas County Government with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Douglas County before the lease commences. However, failure to obtain the required documents before start of the lease beginning shall not waive the Lessee's obligation to provide them. Douglas County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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

www.douglas.co.us

MEETING DATE: April 8, 2025

STAFF PERSON RESPONSIBLE: Jeff Garcia, County Attorney

DESCRIPTION: Resolution Opposing Colorado Senate Bill 2025-03.

RECOMMENDED ACTION: Approve Resolution.

REVIEW:

Jeff Garcia	Approve	4/4/2025
Doug DeBord	Approve	4/4/2025

ATTACHMENTS:

Resolution SB3

RESOLUTION NO. 2025 - ____

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

A RESOLUTION OPPOSING COLORADO SENATE BILL 2025-03

WHEREAS, on March 28, 2025, the Colorado General Assembly passed Colorado Senate Bill 2025-03 (SB 25-03), which prohibits the manufacture, distribution, transfer, sale, and purchase of nearly all semiautomatic firearms in Colorado. SB 25-03 is currently awaiting Governor Polis' signature.

WHEREAS, SB 25-03 violates United States citizens and Colorado residents' Second Amendment Rights, "*the right of the people to keep and bear Arms, shall not be infringed.*"

WHEREAS, SB 25-03 violates United States citizens and Colorado residents' Fifth and Fourteenth Amendment Rights, by depriving gun owners the right to sell and transfer their property.

WHEREAS, SB 25-03 unfairly and without cause targets an industry of American firearm manufactures and a community of lawful Colorado gunowners and enthusiasts with burdensome regulations and costs.

WHEREAS, while Colorado government faces a \$1.3 billion budget deficit, SB 25-03 requires Colorado taxpayers incur millions in reoccurring costs for administrative and enforcement expenses.

WHEREAS, SB 25-03 requires Colorado law enforcement, including the Douglas County Sheriff's Office to become administrative agencies of the bill – verifying state records, performing background checks, and fingerprinting lawful gunowners. SB 25-03 provides no additional staff or funds to state law enforcement agencies to perform these administrative tasks, instead Colorado sheriffs' departments are required to reduce other functions to compensate for the additional work, including direct active law enforcement.

WHEREAS, SB 25-03 fails in its purpose. While lawful gun owners will be burdened with unnecessary costs, training, and processes; criminals and those who seek to own firearms illegally will continue to break the law, including those laws created by SB 25-03.

NOW, THEREFORE BE RESOLVED,

The Douglas County Board of County Commissioners oppose SB 25-03 as unconstitutional, unlawful, unnecessarily burdensome, and dangerous to Colorado and urge Governor Polis to uphold the Constitution and not sign SB 25-03.

PASSED AND ADOPTED this ___ day of _____, 2025, in Castle Rock, Colorado.

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

BY: _____
Abe Laydon, Chair

ATTEST: _____
Hayley Hall, Clerk to the Board

www.douglas.co.us

MEETING DATE: April 8, 2025

DESCRIPTION: County Manager Report.

ATTACHMENTS:

County Manager Report 4.8.25

TO: The Board of County Commissioners
FROM: Douglas J. DeBord, County Manager
DATE: April 8, 2025
RE: County Manager Report

- **Local issues. Local voices. Local governance.** Mask mandates, bag fees, overturned property tax reductions, and sanctuary community policies. What do these topics have in common? They're state sanctions imposed on local governments.



On March 25, your Board of Douglas County Commissioners adopted a resolution to transition from a statutory form of government to a Home Rule County Charter. Counties that have their own Home Rule Charter are granted greater local control and authority and exemptions from some state laws. Within the nine-step process, citizens will have the opportunity to vote twice and provide feedback through three public meetings. [Visit our webpage to learn more about Home Rule.](#)

Human Services

- **Your community celebrates individuals with Intellectual and Developmental Disabilities in 2025** - Our neighbors with disabilities enrich our community, enhance our diversity and strengthen our County. These community members and the organizations that provide support to them are recognized throughout the year and specifically in March as part of Developmental Disabilities Awareness Month. [Visit our webpage to learn more about the recognition and support of taxpayers for members of the I/DD community.](#)



Community Services

- **Providing a place to heal, new partnership increases support for survivors of domestic violence** - Did you know that 1 in 3 women and 1 in 4 men report experiencing domestic violence in their lifetime? Douglas County's Domestic Violence Needs Assessment survey, completed in June 2024, revealed that physical safety and access to housing were the most expressed needs locally.



That's why in November 2024, Douglas County purchased a facility to be used as a domestic violence shelter, and at the March 25 Business Meeting, the Board of County Commissioners approved a service agreement and partnership with the nonprofit TESSA to increase the number of safehouse beds available in Douglas County. [Visit our webpage to learn more about TESSA and this new community resource.](#)

- **2024 Homeless Resolution Program** - Douglas County has been awarded \$40,000 in 2024 Homeless Resolution Program (HRP) grant funds from the Colorado Department of Local Affairs to support eviction prevention services, requiring a \$20,000 match for a total project budget of \$60,000. This funding builds on the success of the County's Housing Stability Program, a pilot program launched in August 2024 that has helped seven families avoid homelessness through rent assistance and supportive services.

With this newly awarded funding, the program will support an estimated 4-7 families by providing targeted financial assistance, case management, and connections to local partners for career development, domestic violence resources, and mental health services.

- **HEART Activity** – HEART and the Douglas County Sheriff’s Office were invited to Cherry Hills Christian School



where they presented to 60 fourth grade students and 10 teachers on homelessness and HEART’s efforts to engage with the unhoused community. After the presentation, students filled bags for those

who are unhoused in our community with water bottles, protein bars, toiletries, canned goods, and notes of encouragement. We appreciate the opportunity to share our work and engage with the youth of our community.

- **Highlands Ranch Microtransit** – Approval was granted by the Board of County Commissioners (BCC) to



move forward with a Contract for Services with Via to provide microtransit services to residents of Highlands Ranch. This expansion of microtransit is building off the success of Lone Tree’s Link on Demand and will be available for everyone’s use at no cost to the rider. Eighteen vehicles will be available at peak hours, with four wheelchair accessible vehicles among the fleet. The launch date is expected in late Spring or early Summer 2025.

- **Douglas County Youth Commissioners (DCYC)** - The DCYC met on March 24, they are working on advocating for vaping prevention and youth mental health classes districtwide. The Youth Commissioners plan on presenting their ideas and recommendations on these topics over the summer.

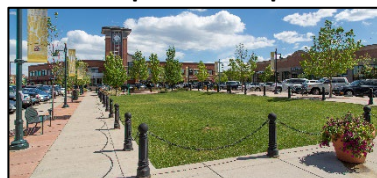


- **Older Adult Grant Funds and Services for February 2025:**

Grant	# Of Trips/Units	Grant Amt Expended
CDOT MMOF - Transportation	201 trips	\$7,037.04
DRCOG 5310 – Transportation	427 trips	\$20,468.48
DRCOG 5310 – Call Center	186 calls	
DRCOG AAA – Homemaker	412.50 units	\$57,775.75
DRCOG AAA – Personal Care	287.75 units	
DRCOG AAA – Transportation	887 trips	
DRCOG HST (FASTER) - Trips	84 trips	\$4,248.75
DRCOG HST (FASTER) – Call Center	280 calls	

Public Works

- **New transportation options coming to Highlands Ranch** - There are times that all of us could use a ride –



home from the auto repair shop to a doctor’s appointment, to your high school summer job, to shopping centers or home from a happy hour. That’s why, in Douglas County, we are using microtransit to provide a new, free transportation option.

At their regular Business Meeting on March 25, the Board of Douglas County Commissioners unanimously approved a \$2,901,410 contract with Via Transportation Inc. (Via) to provide microtransit within Highlands

Ranch. This service was modeled after the Link on Demand program in Lone Tree and will serve anyone in Highlands Ranch needing a ride.

When the program launches in late spring 2025, riders will be able to book an on-demand ride using a mobile app or by phone. It's a flexible way to get around Highlands Ranch, connecting you to shopping centers, businesses, schools, parks, medical centers, and RTD hubs. The proposed hours of operation would be: Monday through Thursday from 7 a.m. to 7 p.m.; Friday from 7 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m. Details on how to utilize this service will be available closer to the launch. Stay up to date on all transit plans by [signing up for our News and Events email list](#).

- **US 85 Widening from Highlands Ranch Pkwy to C-470 Improvements** – The C470 trail underpass will open on Saturday, April 12. New continuous flow intersections are open at Highlands Ranch Parkway and Town Center Drive. The CFI at C-470 will open later in April.



This project will improve safety, mobility, and traffic operations by widening (from four to six lanes) and reconstructing a segment of US 85 (South Santa Fe Drive) from Highlands Ranch Parkway, extending north of the C-470 Interchange to Dad Clark Gulch (which is located approximately 1,200 feet north of County Line Road). Major US 85 intersection improvements will occur at Highlands Ranch Parkway, Town Center Drive, Blakeland Drive, the C-470 Interchange ramps and at County Line Road. The project also includes the replacement and widening of the existing bridge that carries US 85 over C-470.

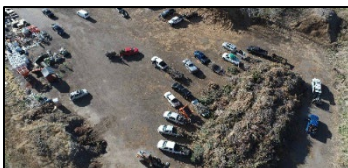
Multimodal improvements include bus stop enhancements, a new shared-use path for bicyclists and pedestrians on the east side of US 85, a below-grade crossing for the C-470 Trail at US 85, a below-grade crossing for the High Line Canal Trail at US 85, and a new pedestrian link from the Wolhurst community to the C-470 Trail. The project also includes the addition of continuous auxiliary lanes, new asphalt paving, relocation of utilities, raised medians, new curb and gutter, and a new closed storm sewer system with water quality ponds. [Watch a video to see how CFIs work](#). [Or our webpage to learn more about this phase of the project](#)

- **Hilltop Road Improvements Project (Legend High School to Crest View Dr)** - Bids were recently opened on the Hilltop Road Improvement Project, Segment 1. 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. Segment 1 of the Hilltop Road Improvements Project was advertised on March 11, 2025 for construction with an alternate bid for concrete and asphalt pavement. Utility relocations are underway and are anticipated to be completed by the project's notice to proceed date on April 23, 2025. Phase 2 of Construction is anticipated to begin in late 2025 or early 2026 (pending funding); and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin in 2027 (pending funding); and will take 12 to 18 months to construct. The project is a 16-month completion date contract and is anticipated to be complete by September of 2026.



the Hilltop Road Improvement Project, Segment 1. 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. Segment 1 of the Hilltop Road Improvements Project was advertised on March 11, 2025 for construction with an alternate bid for concrete and asphalt pavement. Utility relocations are underway and are anticipated to be completed by the project's notice to proceed date on April 23, 2025. Phase 2 of Construction is anticipated to begin in late 2025 or early 2026 (pending funding); and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin in 2027 (pending funding); and will take 12 to 18 months to construct. The project is a 16-month completion date contract and is anticipated to be complete by September of 2026.

- **Your one-stop shop for yard waste disposal. County's seasonal site will open April 12, 2025.** You may be cleaning up branches after winter wind or snowstorms or beginning the seasonal work of mowing, trimming, sawing and clearing brush from your yard or property – all an important part of reducing your risk for wildfires. It's good to know Douglas County's Slash-Mulch/Green Yard Waste drop-off site is the only place you need to visit for disposal.



The Slash-mulch and Green Yard Waste site, located in Castle Rock, is for Douglas County residents only and is open on Saturdays from April 12, 2025, through October 25, 2025. Douglas County maintains two sites, locations are, Trumbull / Swayback - 7828 South Highway 67 and Castle Rock - 1400 Caprice Drive. Please note that only the Castle Rock location will receive green yard waste. [Visit our webpage to plan your visit.](#)

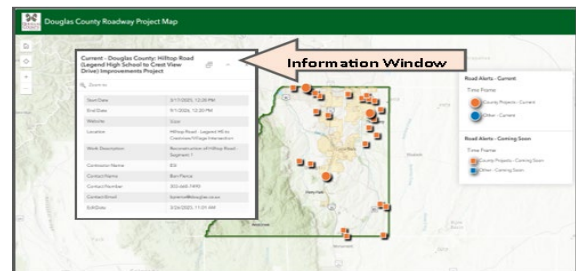
- **Updated Cone Zone Webpage and Douglas County Roadway Project Map** - The Douglas County Cone Zone



webpage has been revised to make it easier for residents and commuters to find out information and active construction zones in Douglas County. It now includes all County construction projects that may impact travel, both maintenance and major construction, along with special events that have been permitted by the County. Eventually, utility company projects and development projects impacting existing roads will be added to the webpage. An additional new feature, the Roadway Project map, has been added to the new Cone Zone page.

This application is designed to give a visual location of current and future road alert activity in Douglas County, making it easier to find a project based on its location even if you do not know the name of the project. To navigate the map, simply find your area of interest and click on the circle icon for current alerts or a square icon for future alerts. An information window will give greater detail on the alert with a website link for yet additional information. You can also zoom to an area by using the zoom tools and move the map around by clicking and holding the map to locate your area of interest.

Public Works is excited to launch the new webpage and map application as a management tool for internal planning and communications between divisions and a resource for the public to view updates on construction projects and work that can impact their commute. To view the Douglas County Cone Zone Webpage and the New Road Alert Map click the link below:



- [Cone Zone Webpage](#)
- [Douglas County Roadway Project Map](#)

- **Palmer Divide Avenue Paving Project** - The Palmer Divide Avenue Paving Project



Phase 3 consists of extending the existing E. Palmer Divide Avenue asphalt pavement from approximately 660' west of Phoebe Grove to approximately 230' east of S. East Cherry Creek Road. This section of the roadway is currently paved in gravel.



E. Palmer Divide Avenue lies on the southern boundary of Douglas County. This section of E. Palmer Divide Avenue is currently maintained by Douglas County. This project will also include drainage improvements by replacing five existing culvert crossings with new reinforced concrete pipe and flared end sections. Bids were due on March 4, 2025 and are being reviewed.

- **West Frontage Road Relocation** - Douglas County and the Town of Castle Rock have partnered to construct the new road called Dawson Trails Boulevard (aka West Frontage Road Relocation). Construction hours will be Monday through Friday, from 7 a.m. to 7 p.m. Saturday work may occur if approved by the Douglas County engineer. There will be no construction work on major holidays.



- **2023 Bannock LID** - The voters approved the ballot initiative to approve debt related to the 2023 Bannock Drive Local Improvement District (LID) on November 5, 2024, with a debt cap of \$10,360,000. Next steps are:
 - The County issued a Request for Proposal (RFP) for financial services with proposals due in April.
 - Once financing is confirmed, a preliminary design is scheduled to begin on the project with a target completion date of August 2025.
 - Final design is scheduled for completion in December 2025; and bids for construction will be obtained in early 2026.
 - Construction is expected to begin in 2026 and be completed in 2027.
 - Based on this timeline, the first assessment of property owners will be due in 2028.

- **[Palmer Divide Avenue Paving Project - Douglas County](#)** - The Palmer Divide Avenue Phase 3 Project bid opening occurred on March 4, and construction is planned for early summer. This project consists of extending the existing E. Palmer Divide Avenue asphalt pavement from approximately 660' west of Phoebe Grove to approximately 230' east of S. East Cherry Creek Road. This section of the roadway is currently paved in gravel.



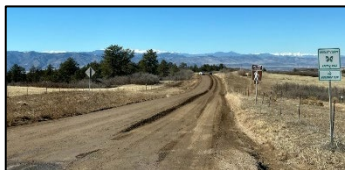
E. Palmer Divide Avenue lies on the southern boundary of Douglas County. This section of E. Palmer Divide Avenue is currently maintained by Douglas County. This project will also include drainage improvements by replacing five existing culvert crossings with new reinforced concrete pipe and flared end sections.

- **Quebec and Lincoln Turn Lane (Post Office Corner)** - Muller Engineering is preparing a preliminary design and benefit analysis of the proposed turn lane. The target date for completion of the benefit analysis is April 16 and for concept design is June 11, 2025.



- **2025 Neighborhood Street Paving Program** - This program includes: Highlands Ranch, Bell Cross, Cresthill Ln, Lincoln Creek, Venneford Ranch Rd, Chambers Rd, Charter Oaks, Irish Pat Murphy Dr, Bayou Hills, Gillian and Steele, East Palmer Divide Rd, Homestead Hills, Ponderosa Hills, Christie Ridge Rd, Gravel Rd, Parker Rd East, Furrow Rd Phase 2, Rafter Rd, Coronado Rd, and Village Rd. Schedules will be posted soon.

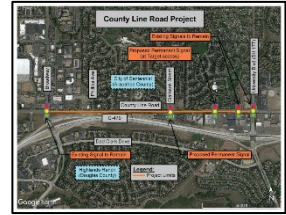
- **[Grigs Road Paving Project - Douglas County](#)** - The Grigs Road Phase 1 Project (Daniels Park Road to the Trailhead) was advertised on April 3, with bids due April 29. Construction is planned for the summer. Phase 1 of the Grigs Road Paving Project will involve the extension of the existing asphalt pavement from Daniels Park Road to the East/West Regional Trailhead and Pavilion parking lot.



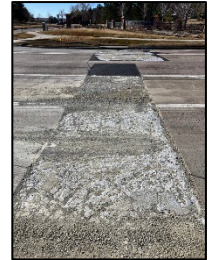
This section of Grigs Road has a gravel road surface and roadside ditches on both sides for drainage purposes. The project will span 1 mile in length and will require significant earthwork, the installation of new curb and gutter, and the construction of six-inch asphalt pavement. Additionally, drainage enhancements will be implemented throughout the installation of eight new inlet structures. The existing metal pipe culvert crossings will be replaced with upgraded reinforced concrete pipes and flared-end sections.

- **Highlands Ranch Pkwy Reconstruction Broadway to Burntwood** - A study is underway to develop and evaluate possible changes to roadway cross section for the corridor between Broadway and Fairview. Once the preferred option is selected, design will begin on the first section of the corridor (Broadway to Burntwood). The concrete in this section is in poor condition and reconstruction is planned for 2026, so that the project is complete prior to the Broadway / Highlands Ranch Parkway safety improvement project planned for 2027.

- **[County Line Road Widening and Reconstruction \(University to Broadway\) - Douglas County](#)** - This project will include a new traffic signal at the Clarkson Street / County Line Road intersection, a mill and overlay for the portion of the road within the City of Littleton located between Phillips Avenue and Broadway, as well as adding sidewalks.

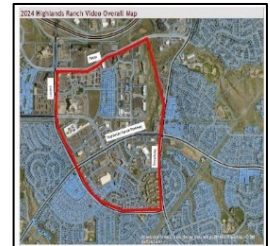


- **[Chambers Road Resurfacing Project - Douglas County](#)** - Concrete work, which consists of sidewalk repairs and curb ramp upgrades, started on March 17 and was completed. Asphalt paving of the road is anticipated to occur between June and September of 2025.



- **Lincoln Ave at Stonegate Pkwy Emergency Repairs** - This project was completed in late March. The contractor installed a permanent concrete 'patch' where the temporary patch was located on Lincoln Avenue at Stonegate Parkway.

- **[Highlands Ranch Drainage Projects](#)** – **On-hold as of March 24:** Highlands Ranch subdivision Stormwater Sewer Pipe Video Program is 'on-hold' waiting for the delivery of additional sewer pipe liners. This project is where the contractor inspects storm sewer using special video equipment to check for maintenance issues, etc. inside the pipes. This project is anticipated to be completed in December 2025.



- **Pinery Drainage Projects** - Pinery Outfall Cleaning: Douglas County was successful in cleaning 40 outfalls in 2024 and has extended the program into 2025. We anticipate cleaning an additional 27 outfalls. Work will occur on these outfalls in 2025 in early spring, and again in fall/winter after the vegetation has died back due to frost.



There are nine detention ponds located within the Pinery on Douglas County Open Space. Douglas County is currently inspecting these ponds to determine if any maintenance is needed within these areas to ensure that they are still functioning as intended.

- **Spring Up the Creek**-The 2025 Spring Up the Creek event put on by Castle Rock Water is scheduled for Saturday, May 3 at 9 am. Douglas County and the Chatfield Watershed Authority are financial sponsors of this event. Join us in this annual area-wide effort to improve and enhance our local creeks by collecting and removing trash and debris along trails. Volunteers will be provided with gloves and bags. Snacks and water will be available. [Register here](#)



- **Gravel Road Blading Program** - During this reporting period, a total of 183 lane miles were graded on 40 county roads. YTD – 399.56 Lane Miles
- **Pothole Patching** – During this reporting period, 10,225 pounds of cold mix was applied to repair potholes on 19 county roads. YTD – 70,022 pounds of cold mix
- **Crack Sealing** - During this reporting period, 35,130 pounds of crack sealant was used to repair cracks on 19 county roads. YTD – 74,550 pounds of cold mix

- **Culvert Inspections** - During this reporting period, culvert inspections were completed at 11 locations. YTD - 62 total inspections:
 - 20: excellent condition
 - 25: good condition
 - 8: fair condition
 - 8: poor condition
 - 1: severe condition



Building Division

March 3 – March 19, 2025	
Inspections	
Building	1194
Electrical	922
Mechanical/Plumbing	529
Roofing	123
Permits	
Accessory Use	40
New Commercial	8
Residential Alteration	0
New Residential	41
Roofing	80
Valuations	
Accessory Use	\$1,255,377
Commercial	\$18,826,539
Residential Alteration	\$1,487,923
New Residential	\$14,925,199

Traffic

- Special Events - ETF2024-041 Special Event Permit was issued for **HRCA's Annual St. Patrick's Day 5K held on March 15, 2025.** [Additional details for Special Event Permits](#)

Douglas County Economic Development Corporation

- **Space Symposium** - Come see our booth April 7 – 10, 2025 at this year's 40th [Space Symposium](#) at the Broadmoor in Colorado Springs. We will be joined by local global aerospace leaders Canopy Aerospace and Safran Aerospace.



- **Safran Defense and Space, Inc Ribbon Cutting:** Join us April 11, 2025 from 10am to 12pm to celebrate the opening of our new facility in Parker. Discover how the facility will look by 2026 and learn about our strategy to continue supporting our U.S. customer. Agenda and registration: <https://lu.ma/eof6rcny> or contact media@safrandatasytemsus.com



- Sensory Friendly Eggstravaganza** – Join us in Sterling Ranch for an egg hunt in a more subtle and calm environment. This event will have eggs to hunt for all abilities, including beeping eggs, eggs on balloons and more, as well as the Easter bunny for photos.



- Touch A Truck** – The Touch a Truck event is a community event that allows children (and adults) to explore and learn about different types of vehicles. Last year it included a variety of construction vehicles, police cars, fire trucks, bucket trucks, trash trucks and more. Attendees will be able to climb inside the vehicles, take pictures and ask questions to the operators.



Community Development

Parks, Trails and Building Grounds

- Volunteer Program Update**

- Two events were hosted in March for the Volunteer Program.
 - A trash pickup event at Highland Heritage Regional Park on March 17th was attended by three people who picked up three bags of trash and provided six hours of service.
 - A shoreline cleanup event at Bingham Lake on March 21st was attended by two people who picked up two bags of trash and provided four hours of service.



- Volunteer Statistics for 2025

2025	# of Hosted Events	# of Volunteers	Hours of Service	Bags of Trash Collected
March	2	6	12	5

- The volunteer program is offering the following events in April:
 - 4/3 – Trail Work at Rueter-Hess Reservoir
 - 4/22 – Earth Day – Shoreline Cleanup at Bingham Lake
 - 4/25 – Arbor Day – Tree Planting at Bayou Gulch Regional Park
 - 4/28 – Trash Pick Up at Challenger Regional Park

- Counter Update as of 3/25/2025**

Location	2024 totals through March	2025 totals through March
Bayou Gulch Regional Park – Dog Park	5,442	6,994
Bingham Lake	11,149	12,464
Bluffs Regional Park	28,419	19,221*
Cherry Creek Regional Trail – Pinery	4,836	5,099
East/West Regional Trail – Grigs Trailhead	7,132	7,391
East/West Regional Trail – High Point	N/A	1,890
East/West Regional Trail – Monarch Trailhead	N/A	2,035
East/West Regional Trail – Schweiger Ranch	727	2,211
East/West Regional Trail – Stepping Stone	2,015	5,869
Fairgrounds Regional Park – Dog Park	10,669	11,191
High Line Canal – West	10,117	9,591

Rueter-Hess Reservoir – Coyote Run Loop	1,837	1,175
Rueter-Hess Reservoir – Incline Trailhead	13,104	13,308
Rueter-Hess Reservoir – Newlin's Gold	77	202
Totals	95,524	79,420

*Portions of Bluffs were closed in March for construction, including the counter location.

Open Space and Natural Resources

- **Agents of Discovery: Join April's adventure** - The sun is shining, the birds are singing, and the green foliage is returning to Douglas County's open spaces. Springtime has arrived and so has your next open space adventure with Agents of Discovery.



April's journey will take you through the rolling meadows and wide-open views of Greenland Open Space south of Larkspur. There are options to join the fun at home or on-site through the app. [Visit our webpage to get started](#). This month, we'll also be celebrating 30 years of the voter-approved [Parks, Trails, Historic Resources and Open Space Fund](#) and Douglas County Open Spaces, which are comprised of the men and women who protect and maintain open spaces and educate the public about our natural resources.

- **Interpretation Event at Flagstone Elementary School** - On Friday March 28th two staff members from Open



Space went to Flagstone Elementary School to present information about Wildlife found across properties in Douglas County Open Space. There were approximately 500 K-6 students, teachers and parents in attendance. Animal mounts were displayed in the auditorium and staff showed trail camera footage of wildlife while providing the group with basic facts and highlighting ways to stay safe while recreating around these animals. We talked about approximately 20 animals including Mountain Lions, Bobcats, Black Bears, Pronghorns, Coyotes and Elk.

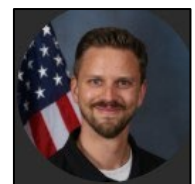
- **Volunteers Back to Work in the Hidden Mesa Orchard** - Official volunteer workdays at the Hidden Mesa



Research and Demonstration Orchard and production gardens resumed April 1st. The first day back was fantastic, with a huge turnout of volunteers, including seven new volunteers this season! The team has trialed over 500 varieties of fruits and nuts since 2011 at this facility, to determine which species and varieties can perform in this tough Front Range climate and to develop growing protocols to help residents be successful here. The production garden has produced nearly 35,000 lbs. of produce that has been donated into local food banks. The native and pollinator beds and interpretive signage show living examples of excellent plants for wildlife, pollinators, and xeric landscapes .


Office of Emergency Management

- A new Deputy Director of Emergency Management, Brandon Lenderink, joined the team.
- Wildfire safety training was provided to DCSO Patrol teams.
- Staff attended the Perry Park Firewise meeting and discussed community preparedness.
- A Helitack operation summary was presented to the regional Metro Area County Commissioners meeting and are working on proposals for enhanced regional aerial fire suppression capabilities.
- Preparedness trainings and presentations were given to elder communities and animal rescue groups.
- Long range plans are being developed for power shutoffs and Emergency Operation Plan updates.
- Staff are supporting the beginning phases of updating the Local Hazard Mitigation Plan.



- The **Douglas – Elbert County Horse Council** (DECHC) is an organization of various horse clubs and horse owners that assists in disaster rescue and works closely with county governments to make sure the needs of the horse community are heard and addressed. Learn more about the DECHC and other upcoming events at dechc.org.

The organization still runs the large animal evacuation sites for both Douglas and Elbert counties. They work with Colorado Horse Council on many projects and host clinics on trailer loading and trail safety. They have also adopted the horse obstacle course at Douglas County’s Greenland Open Space and perform maintenance on it several times a year.



EMERGENCY PREPAREDNESS CLINIC

Brought to you by the Douglas-Elbert County Horse Council.

Saturday, April 26, 2025
9:00 am – 1:00 pm

Douglas County Fairgrounds, Multi-Purpose Barn
 500 Fairgrounds Road, Castle Rock, CO 80104

Email nccadams3@gmail.com or majestictrail@aol.com with any questions.

Facilities, Fleet and Emergency Support Services

Douglas County Fairgrounds and James R. Sullivan Events Center

- **Fairgrounds Events:** DSCO Blood Drive, Mile High Youth Corps, Kari Solberg Canine, 4-H Shooting Sports, PE Plus, Yoga on Horseback, Creative Market & Holistic Show (pictured), March Finals Barrel Race, Aspen View academy Soiree, Barrels Jackpot Race, 4-H Cowboys Club, Plum Creek Kennel Club, 4-H District 3 Jamboree, Bloodhound Man trackers, 4-H Market Goat Fitting Clinic, NRL Hunter Awards, Home Show, Open Space COSAC, Cowboys Club, Nationwide Expos Home Show, Ponderosa Basketball Banquet, BLM Wild Horse and Burro Program, Elite K-9, Elijah Miller’s 2nd Birthday Party, CEC Prom, Holiday Party, Parker Barkers, Large Animal Training, Cowboys Club



Facilities Projects:

- **Fairgrounds:** Kirk Hall Floor – 99% complete (pictured)
- **Justice Center:**
 - Elevator Modernization J, K, L, M – 50% complete
 - DCSO Lobby Control and Records Remodel – 60% complete
- **Wilcox:**
 - Clerk and Recorder Remodel Phase II – 60% complete (pictured)
 - Building LED Retrofit Project – 97% complete
- **Lansing Point:** Diversion, Probation, CJS and Health Dept – 60% complete



Fleet

- **Working On:**
 - 2025 Budget asset and upfit specs.
 - 2026 Budget operating forecasts.
 - IFB for shop supplies
 - Purchase of 3 assets to replace current leases for the DA’s Office.
 - Fairgrounds turf roller fabrication (pictured)
- **Recently Completed:**
 - In-serviced units 23029, 23057 and 2417
 - Decommissioned unit 90053
- **Fleet Acquisitions:**
 - 2023 Asset Replacements & ADDs (72 Assets): 1 at upfitter
 - 2024 Asset Replacements & ADDs (84 assets)

- Budgeted – 3 PO; 33 at upfitter, 33 received
- Additional/Unbudgeted – 4 at upfitter, 8 received
- Risk Mgt Replacement – 3 received
- 2025 Asset Replacements & ADDs (67 assets)
 - Budgeted – 10 in process, 49 PO, 1 at upfitter, 4 received
 - Additional/Unbudgeted – 1 received
 - Risk Management – 1 PO, 1 received

Safety and Security / Emergency support Services

- 2025 Security Mapping updates - 10% complete
- Quarterly COOP updates are due. Planners have been reminded to update department COOP plans.
- Discussions have begun regarding a new Workplace Safety and Security class. Watch your email for more details in the coming weeks.
- JC Camera upgrade - 40% complete
- CSU access control install - 90% complete

Arapahoe/Douglas Works!

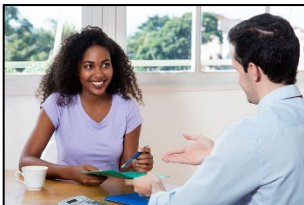
Successes/Highlights

- **Employment First Success Story:** In September 2024, Jesus was blindsided with an unexpected layoff. He



had 30 years of experience in senior level IT and was at the top of his career. After months of struggling to find employment on his own, he enrolled in the Employment First program in January of 2025 with hopes of getting back into his field and securing a job with a six-figure salary. He was on unemployment and submitting up to 20 applications a month without success. Jesus worked with his Employment First Workforce Specialist and was provided career exploration and coaching. He was also connected to all the resources available to him at the Arapahoe/Douglas Works! resource center, such as workshops, resume review, and mock interviewing. In less than 60 days of enrolling in the Employment First Program, Jesus reported that he had found employment with Raytheon and had met his financial goals of a six-figure salary. Jesus is thrilled to be off SNAP benefits and self-sufficient again.

- A/D Works! has extended the **Career Services Ambassador Work Experience** to the Castle Rock office.



Arapahoe/Douglas Works! has had successful work experiences at the Altura and Lima offices for the past three years. The Career Services Ambassador assists at the front desks, works on administrative and marketing tasks, and provides basic assistance to customers. These Ambassadors also receive intensive coaching and job search support by the team. Arapahoe/Douglas Works! is excited to offer this opportunity to its first Douglas County Youth Employment Program (DCYEP) participant starting on 3/31/2025 (this participant is co-enrolled with the Work Innovation and Opportunity Act Young Adult program to help cover costs). A/D Works! has also just completed two new enrollments for DCYEP.

Events/Workshops

- A/D Works! presented a PowerPoint on its services and programs to the **DC Diversion Counseling Program** and afterward 5-6 individuals had already been identified as potential customers for services/programs. A/D Works! also scheduled time to discuss developing a “Basic Adulting Fundamentals” workshop for their customers, which could be expanded to A/D Works!’ customers.



- Staff held an evening Open House for the **Parker Youth Commission**. This is a group of nine students who serve as advocates for local youth and advise the Town of Parker, including elected officials and Town staff. A presentation was given on A/D Works! services and programs, as well as the Financial Literacy workshop. The students and staff brainstormed ideas on how to best engage DC students and how to get the information to students. Their ideas included classroom meet and greets, senior lunch and learns, adding information to the student resource section of each school's website, creating an engaging email to students, and including agency information in the parent portals. A/D Works! will begin to review these recommendations internally to see if they can be implemented.



- **Young Adult Summer Job Fair:** This job fair offers an array of opportunities for enthusiastic young adults seeking employment and allows them to explore various industries and find the perfect job that aligns with their interests and goals. This is in conjunction with the Young Adult Boot Camp (June 2-5).



- A/D Works! and Developmental Pathways are presenting a no-cost **Summer Job Hunt Boot Camp** designed for young adults aged 14-18. This comprehensive event will equip young adults with the knowledge and tools to succeed in finding a summer job to support their goals and succeed in future job searches. Topics include career exploration, etiquette and self-advocacy in the workplace, interviewing, resume building, labor market information, and career pathway planning.

- **Elevate Colorado Workforce Solutions for Tomorrow:** This is a unique area event showcasing the transformative power of building your own workforce. The event will include local and national leaders on apprenticeship, an expert panel to share resources available to support employers and an opportunity to meet one-on-one with USDOL-funded National Intermediaries. Aurora Centrepoint Plaza, April 10 from 9:00am – 12:00pm. To register, see the [event flyer](#) for more information.



Commissioner Work Session – March 24, 2025

- **Town Parker- Park Funding Request** - The Board heard a presentation from the Town of Parker on project and funding request for Salisbury Regional Park. The presentation included the project background/history of Salisbury Regional Park, acquiring the parcel North for an expansion, project location and geographic service area, park highlights, grant funding and phasing for the park funding through the years. The Town of Parker is requesting \$3,000,000.00 to cover the shortfall of funds mentioned with their current \$36,250,000.00, that will allow this project to move forward with the first phase for youth soccer fields, football fields and lacrosse fields. A municipality phased funding request for each of the municipalities was broken down for the Board. This would be the only 8 field complex in the County and could increase the county economic impact and revenue. Commissioners thanked the Town of Parker guests and went into Executive Session. Commissioners concluded that more discussion with municipal partners will be necessary, and they will have something to present to the people of Douglas County soon.
- **Park Funding Options – Executive Session - No Notes**

Commissioner Work Session – March 25, 2025

- **Douglas County School District Updates** – Representatives of the School District and Board of Education joined the Commissioners and provided an overview of the data gathered to support and public process involved in making its decision to close three elementary schools in Highlands Ranch. The schools proposed to be closed are: Heritage Elementary, Saddle Ranch Elementary and Acres Green Elementary. Students

from those schools will be moved to other elementaries in close proximity. The meeting then went into an executive session to discuss some school security issues.

Motion – Direct staff to work with the Superintendent and Board of Education on matters discussed in executive session. Passes 3-0.

Commissioner Work Session – April 1, 2025

- **2025 Fair Updates** – A lengthy presentation and discussion took place that included Fair programming, infrastructure improvements, community partnerships, an employee appreciation event and funding allocations. Commissioners provided feedback on what was presented. Preparations for the Fair and Rodeo have begun and further updates will be provided as time progresses.
- **Covered Colorado Grant Agreement** – At the Board’s request to consider some funding for Covered Colorado, staff presented a draft beneficiary agreement for the use of available ARPA funds. Discussion included what the funds would be used for and the pros and cons of one-time vs. ongoing funding.
Motion – Direct staff to move forward with the draft Beneficiary Agreement to Covered Colorado from the Board in the amount of \$150,000 for the purposes of: purchase of a 12-passenger van, safety and security equipment, and program expansion for the Care and Education Center. Passes 3-0.
- **Appointment to Parks Advisory Board** – Commissioner Van Winkle recommended appointment of Lynn Moffett. Application was reviewed and discussed.
Motion – Appoint Lynn Moffett to the Parks Advisory Board for District 3.
- **Legal Updates – Executive Session – No Notes**

Planning Services Activity Report

Completed Projects

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	03/20/25	Kings Point Filing 1, Lot 3	Town of Parker - drive-thru coffee shop	Ext Referral	RE2025-034
2	03/20/25	Founders Marketplace Filing 1, Lot 5	Town of Castle Rock - construction of an auto parts store	External Referral	RE2025-037
2	03/25/25	Three Pine Ridge	SR to A-1 to bring the land into compliance with the DC CMP	Zoning Map Change	DR2024-004
1	03/27/25	Pine Curve Filing 1	Town of Parker - mixed-use development	Ext Referral	RE2025-038
2	03/27/25	Lambert Ranch RSP Tract B	Water system improvements	L & E	LE2024-020
3	03/28/25	Highlands Ranch Filing 134A, Tract B, 1st Mod	Request for changes to landscaping at existing golf club building.	SIP Modification	SP2025-012
1	04/01/25	Parker Ridge Filing 3, Lot 9	Adjust residential building envelope.	Admin Replat	SB2024-058
2	04/01/25	Whispering Pines, Block 5, Lot 7, 1st Amd	Update the existing management plan.	Administrative Amendment	US2024-014

Referrals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	03/05/25	Happy Canyon, Tracts F, G, and J	3 Douglas County Tracts to be rezoned from ER to Open Space.	Zoning Map Change	DR2024-005
2	03/07/25	Ice Tong Rezone	Rezone 1.3 acres of 72.5-acre parcel from A-1 to Sedalia Downtown.	Rezoning	ZR2021-006
2	03/10/25	656 N Russellville Road	Allow the 1956 outbuilding to remain	Variance	VA2025-002

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	03/11/25	Monte Ridge, 1st Amd, Lot 1A and 2A	Electric substation and battery energy storage system for CORE Electric Co-op	Location and Extent	LE2025-004
1	03/17/25	Compark Boulevard Renaming, 1st Amd	Road Name change to rename Compark Boulevard to New Vernon Boulevard.	Replat	SB2025-012
2	03/18/25	Ramblewood Planned Development	Rezone from A1 and RR to PD for future subdivision and residential development.	Rezoning - Planned Dev	ZR2024-031
3	03/20/25	7745 Moore Rd	Permit for an Egg Hunt event at Zuma's Rescue Ranch.	Minor Ent Event	EE2025-001
2	03/27/25	2006 Kelty Rd	Coffee shop and other commercial uses.	Site Imp Plan	SP2024-081

Upcoming BOA Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	04/15/25	656 N Russellville Road	Allow the 1956 outbuilding to remain.	Variance	VA2025-002

Upcoming PC Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	04/07/25	Castle Pines Village Filing 28A, Tracts, A, G, and H	Add a new 2-million-gallon tank.	Location and Extent	LE2025-003
2	04/07/25	Rocchio Luly Exemption, Parcel 2, 8th Amd	Update & extend existing communication tower by 65' for FM radio antennas.	USR Amendment	US2024-010
3	04/07/25	Struby Resurvey, Lots 7-11	Request to rezone from General Industrial to Light Industrial.	Rezoning	ZR2024-008
1	04/07/25	Inverness Filing 9, Lot 3	Convert existing office building into a mixed-use complex for 53 apts and waive provisions of the CARA overlay zone district. <i>Cont. to May 19, 2025.</i>	Use by Special Review	US2024-011
2	04/07/25	Monte Ridge, 1 st Amd, Lot 1A and 2A	Electric substation and battery energy storage system for CORE Electric Co-op	Location and Extent	LE2025-004
1	04/21/25	9315 Sand Creek Rd	Request to rezone from A-1 to LRR.	Rezoning	ZR2024-030

Upcoming BCC Land Use Hearings or Meetings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	04/08/25	Rocchio Luly Exemption, Parcel 2, 8th Amd	Update & extend existing communication tower by 65' for FM radio antennas.	USR Amendment	US2024-010
3	04/08/25	Hier Exemption, 1st Amendment	Divide an existing exempt parcel into 2 for a single-family residence on 2.36 acres	Exemption	EX2025-001
3	04/08/25	Sterling Ranch Filing 7A	2 nd , 1-year extension for recordation	Extension	XT2025-003
1	04/08/25	Inverness Filing 7, 1 st Amd, Lot 1, 1 st Rev	Construction of a 325-unit apartment complex with a clubhouse and amenities.	SIP Revision	SP2024-069
1	04/08/25	Compark Boulevard Renaming	Road Name Change to rename Compark Boulevard to New Vernon Boulevard.	Replat	SB2025-012
1	04/22/25	Business Personal Property Tax Incentive Agreement with Safran Defense & Space, Inc.	Request from Safran Defense & Space, Inc. for the rebate of business personal property tax to support its location of a facility in Douglas County.	BPPT Incentive	ED2025-001
3	04/22/25	Struby Resurvey, Lots 7-11	Request to rezone from General Industrial to Light Industrial.	Rezoning	ZR2024-008

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	05/13/25	2006 Kelty Rd	Waiver of central services requirement & a SIP for commercial uses.	Site Imp Plan	SP2024-081
1	05/13/25	Inverness Filing 9, Lot 3	Convert existing office building into a mixed-use complex for 53 apts and waive certain provisions of the CARA overlay zoning district. <i>Cont. to June 10, 2025.</i>	Use by Special Review	US2024-011
1	05/13/25	9315 Sand Creek Rd	Request to rezone from A-1 to LRR	Rezoning	ZR2024-030

Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	03/25/25	Hidden Village Filing 1, Most Lot 3	Add one additional single family residential lot.	Replat	PS2025-049
3	03/25/25	Highlands Ranch Filing 20, 5th Amd, Lot 1	Stem School proposes playground renovations & expanded outdoor space.	Location and Extent	PS2025-055
3	03/25/25	Sterling Ranch Filing 3A, 3rd Amd, Lot 324A	Add a Monument Sign.	SIP Revision	PS2025-052
1	03/27/25	Stonegate Filing 2, 2nd Amendment, Tract A	Document a previously installed precast broadband equipment shelter.	Site Imp Plan	PS2025-045
2	03/27/25	8021 Spruce Mountain Rd	The applicant proposes a Rezoning for future use as an industrial park.	Rezoning	PS2025-056
2	03/28/25	441 N Russellville Rd	WWII twin engine aircraft to use this runway sporadically	Administrative Amendment	PS2025-063
2	03/28/25	Glassburn Sub, Lot 1	Lot Line Adjustment for land-swapping with a neighboring property.	Administrative Replat	PS2025-050
3	04/01/25	5635 Kelly Court	Subdividing the property and amending the PD to allow multiple uses.	Planned Dev - Major Amd	PS2025-054
3	04/01/25	6490 N US Highway 85	The applicant proposes a Special Event for fund raising.	Minor Ent Event	PS2025-058

Streamline Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	03/26/25	10615 Tomahawk Rd	Administrative Review to board 12 horses	Administrative Horse Boarding	PS2025-044
3	03/26/25	Public Streets Within Sedalia Sub South of Union Pacific RR & East of Manhart St	Road Vacation of an unused ROW between Rio Grande Ave and Douglas Ave east of Manhart St in Sedalia.	Roadway Vacation	PS2025-043
3	03/26/25	Ramparts at Roxborough II Condos	Proposal to include previously constructed decks.	SIP Revision	PS2025-042
2	03/27/25	Orofino Place at Castle Pines Filing 2, Lot 6 Tract a and A-2A-1	The applicant proposes an Administrative Replat to combine the two properties to generate a single tax bill.	Administrative Replat	PS2025-053

New Applications

Dist.	Date	Project Title	Project Description	Project Type	Project No.
	03/19/25	Flexential Corp	Request for Business Personal Property Tax Rebate Incentive Agreements.	Economic Development	ED2025-002

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	03/19/25	7745 Moore Rd	Permit for an Egg Hunt event at Zuma's Rescue Ranch.	Minor Ent Event	EE2025-001
2	03/19/25	Dawson Trails Filing 2, Tract V	Town of Castle Rock – a SDP for Dawson Trails Townhomes.	External Referral	RE2025-045
1	03/19/25	Safran Defense & Space Inc	Request for Business Personal Property Tax Rebate Incentive Agreements.	Economic Development	ED2025-001
2	03/20/25	Promenade at Castle Rock Filing 1, 13 th Amd, Block 2, Lot 1A-3A	Second request -Town of Castle Rock for a SDP for The Brinkerhoff & Bar Hummingbird.	External Referral	RE2025-046
2	03/20/25	567 Lake Gulch Road Annexation	Town of Castle Rock – preapplication to annex for residential assisted living	External Referral	RE2025-047
2	03/21/25	Lot 1HH Sub, 1st Amd	Second request - Town of Castle Rock for a SDP for the existing Quality Inn site.	External Referral	RE2025-048
3	03/24/25	6001 Ron King Trail, 3rd Revision	Install Conex storage containers, shade canopies and improved parking.	SIP Revision	SP2025-013
1	03/24/25	Newlin Meadows Lot 2	Town of Parker - 15,320 square foot commercial multi-tenant building.	External Referral	RE2025-051
1	03/24/25	Looking Glass Filing 30	Town of Parker - final plat	Ext Referral	RE2025-049
1	03/24/25	Looking Glass Filing 29	Town of Parker - final plat	Ext Referral	RE2025-050
	03/24/25	Platte River Cabins - Preliminary	Jefferson County - rezoning to PD for structures on the riverbank	External Referral	RE2025-052
1	03/25/25	RidgeGate SW Village, Filing 3, Amendment 1	City of Lone Tree - replat of Tract A.	External Referral	RE2025-053
	03/25/25	Elora Lift Station	Elbert County - Elora Lift Station	Ext Referral	RE2025-056
2	03/25/25	Canyonside Filing 2, Amd 2	City of Castle Pines - lot line vacation of lots 1 and 2	External Referral	RE2025-055
2	03/25/25	Dawson Trails Filing 2, Amd 2	Town of Castle Rock - replat of Tracts O & H	External Referral	RE2025-054
2	03/28/25	Chateau Valley Subdivision	Town of Castle Rock - subdivision of Chateau Valley.	External Referral	RE2025-058
1	03/28/25	Tall Tales Ranch - SIP	City of Lone Tree - minor amendments to an existing SIP for a mixed use residential and commercial development.	External Referral	RE2025-057

New Miscellaneous Jobs

Dist.	Date	Project Title	Project Description	Project No.
	03/20/25	Fields Sanitary Sewer Lift Station CDPHE Site App	Regulation 22 Site Location Application for County signature.	MI2025-010
	03/24/25	Project Scoping for Economic Development	Assessment of Douglas County's business recruitment and attraction readiness through a review of suitable land use availability, utility level requirements, and housing and workforce needs for expansion of key industry sectors.	MI2024-016
3	03/24/25	9350 Roxborough Park Road, 4th Waiver	Request for waiver from DCZR for temporary construction trailers/office (Sterling Ranch CAB).	MI2025-011

New Sign Permits

Dist.	Date	Project Title	Project Description	Project No.
3	03/19/25	Highlands Ranch Filing 123A, Lot 3	Autowash - 9405 S University Blvd	SG2025-029 – 2025-031
2	03/27/25	Metes and Bounds Parcel	4 Paws 4 Life Rescue - 3648 N Perry Park Rd	SG2025-032
2	04/01/25	Metes and Bounds Parcel	Big Apple - 2195 N State Hwy 83 Bldg #A	SG2025-033
3	04/01/25	Louviers Subdivision Lot 1	Louviers Water & Sanitation District - 7938 Louviers Blvd	SG2025-034

Special Event Liquor Permits

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
2	03/19/25	O.K Run for Veteran Mental Health	3 H Ranch Inc - 13350 S Perry Park Rd	LL2025-020
2	03/20/25	Inferno Men's Seminar	St. Francis of Assisi Catholic Church - 2746 Fifth St	LL2025-021

Engineering Services Bid Calendar

Project Description	Plans Available to Contractors	Contractor Pre-Bid Conference	Project Opening Bid	Tentative BCC Approval Date
Kendrick Castillo Way / Plum Valley Ln Signal Project, TF 2021-026	Jan.27, 2025	Feb. 5, 2025	Feb. 18, 2025 <i>Six bids received and under review</i>	Mar. 25, 2025

This project consists of the reconstruction of the intersection at Kendrick Castillo Way and Plum Valley Lane and the installation of a traffic signal. The project includes the removal and replacement of curb, gutter, and sidewalk, asphalt pavement, and curb ramps removal of the existing traffic signals, contraction of a new signalized intersection including setting new traffic signal poles and mast arms, and associated work. Bid items include traffic signal components, erosion control items, aggregate base course and pavement markings, construction surveying, topsoil, sod and irrigation.

Palmer Divide Ave Paving Project (Phase 3) - CI 2023-013	Feb. 3, 2024	Feb. 12, 2025	Mar. 4, 2025 <i>Nine bids received and under review</i>	Mar. 25, 2025
-----------------------------------------------------------------	--------------	---------------	------------------------------------------------------------	---------------

The Palmer Divide Avenue Paving Project (Phase 3) consists of extending the asphalt roadway on Palmer Divide Avenue from Black Forest Road to Southeast Cherry Creek Road. Palmer Divide Avenue lies on the southern boundary of Douglas County. This portion of Palmer Divide Avenue is currently maintained by Douglas County. This project will also replace two existing culvert crossings with new crossings, including flared end sections.

Hilltop Road Improvement Project (Legend High School to Crestview Drive/Village Road) - CI 2020-029	Feb.10, 2025	Feb. 19, 2025	Mar. 11, 2025 <i>Six bids received and under review</i>	Apr. 8, 2025
------------------------------------------------------------------------------------------------------------	--------------	---------------	------------------------------------------------------------	--------------

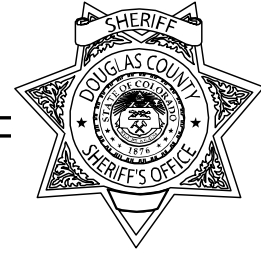
The Project consists of widening and reconstructing Hilltop Road and Singing Hills Road corridors in three (3) phases. Phase 1 will include the paving of Hilltop Road from Legend High School to Crestview Drive/Village Road.

County Line Road (University to Broadway) CI 2020-013 STU C470-044 (23677)	Mar. 31, 2025	Apr. 9, 2025	Apr. 29, 2025	May 27, 2025
-----------------------------------------------------------------------------------	---------------	--------------	---------------	--------------

This project consists of widening and reconstruction of County Line Road between Broadway and University. County Line Road will be widened from one lane to two lanes in each direction and the project will install a new traffic signal at the intersection of Clarkson Street and provide noise mitigation on the north side of County Line Road.

2025 Guardrail Repair Project, Douglas County Project Number CI 2025-002: A pre-construction conference was held on March 14, 2025. **Ideal Fencing Corp.** began work on this project on Monday, **March 17, 2025**. Work will be completed in 90 calendar days (June 15, 2025). This project consists of repairing or replacing guardrail components within unincorporated Douglas County.

Memorandum



Office of Emergency Management

TO: County Manager, Doug Debord

FROM: Director of Emergency Management, Mike Alexander

DATE: March 11, 2025

SUBJ: Sole Source Justification – 10 Tanker Air Carrier

The Office of Emergency Management is requesting approval for sole source of 10 Tanker. We currently have a call when needed contract with this company and several helicopter companies. 10 Tanker is a firefighting resource based in Albuquerque, NM. We may have a need in the future to use a Very Large Air Tanker (VLAT) on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. We are fortunate to have this resource available near Colorado. This company will be a force multiplier with helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with 10 Tanker since 2015. 10 Tanker's rates are very expensive. However, the cost, along with the location of the operation, makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of 10 Tanker along with our training and operational experience are key, 3) 10 Tanker is very cost effective in comparison to the catastrophic loss from an Urban Interface Fire. 10 Tanker is located close by in Albuquerque, NM.

Approved By:

Signed by:

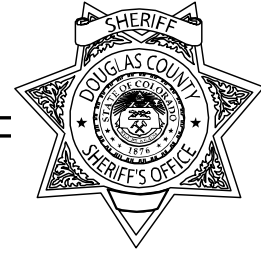
 B5C95B8DCFAB4AA...

Douglas Debord, County Manager

3/11/25
 Date

Memorandum

Office of Emergency Management



TO: County Manager, Doug Debord
FROM: Director of Emergency Management, Mike Alexander
DATE: March 11, 2025
SUBJ: Sole Source Justification – HeliQwest International

The Office of Emergency Management is requesting approval for sole source of HeliQwest. We currently have call when needed contracts with rotor wing and fixed wing companies. HeliQwest is a helicopter firefighting resource based in Broomfield, CO. We may have a need in the future to use HeliQwest helicopters on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. Many other jurisdictions contract with HeliQwest for aerial fire suppression, including our DFPC and USFS partners. This company will be a force multiplier with other helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with HeliQwest since 2015. The proximity of HeliQwest makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of HeliQwest along with our training and operational experience are key, 3) HeliQwest is very cost effective in comparison to other companies located further away. HeliQwest International is located close by in Broomfield, CO.

Approved By:

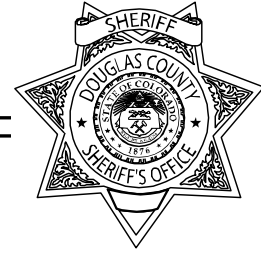
Signed by:
Doug Debord
B5C95B8DCFAB4AA...

Douglas Debord, County Manager

3/11/25

Date

Memorandum



Office of Emergency Management

TO: County Manager, Doug Debord

FROM: Director of Emergency Management, Mike Alexander

DATE: March 11, 2025

SUBJ: Sole Source Justification – Trans Aero LTD

The Office of Emergency Management is requesting approval for sole source of Trans Aero LTD. We currently have call when needed contracts with several rotor wing and fixed wing companies. Trans Aero is a helicopter firefighting resource based in Loveland, CO. We may have a need in the future to use Trans Aero helicopters on a wildland fire in Douglas County.

Emergency Management trains on a regular basis with other partners in aviation operations. The experience and professionalism of this company is very evident. Many other jurisdictions have contracted with this company for aerial fire suppression including our USFS partners. This company will be a force multiplier with other helicopter companies when the situation calls for this resource.

Douglas County has successfully maintained call when needed contracts with Trans Aero since 2015. The proximity of Trans Aero makes this company a resource to Douglas County.

I offer this sole-source justification for the following reasons: 1) we have a current call when needed contract with several helicopter companies and are looking for additional resources, 2) The experience and professionalism of Trans Aero along with our training and operational experience are key, 3) Trans Aero is very cost effective in comparison to other companies located further away. Trans Aero LTD is located close by in Loveland, CO.

Approved By:

Signed by:

B5C95B8DCEAB4AA

Douglas Debord, County Manager

3/11/25
 Date