



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JUNE 24, 2025

### AGENDA

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Tuesday, June 24, 2025

1:30 PM

Hearing Room

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Invocation – Jason Van Divier

1:30 PM

1. **Call to Order**

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

2. **Consent Agenda**

- a. Approval of Business Meeting Minutes from June 10, 2025.

**Attachments:**    [Minutes Business Meeting 06.10.2025](#)

- b. Approval of Land Use/Public Hearing Minutes from June 10, 2025.

**Attachments:**    [Minutes LU\\_PH Meeting 06.10.2025](#)

- c. Approval of Vouchers June 24, 2025

Andrew Copland, Director of Finance — *Finance Department*

**Attachments:**    [06.24.25 BOCC](#)

- d. Approval of Vouchers June 17, 2025

Andrew Copland, Director of Finance — *Finance Department*

**Attachments:**    [06.17.25 BOCC](#)

- e. Louviers Water and Sanitation Utility Easement on Dupont Open Space.  
Dan Dertz, Director — *Open Space*  
**Attachments:**     [2025.06.24 Dupont North Utility Easement Agenda Packet](#)
  
- f. Colorado State Department of Local Affairs More Housing Now Intergovernmental Grant Agreement in the Amount of \$580,844.00.  
Melody D'Haillecourt, Community Programs Coordinator — *Community Services*  
**Attachments:**     [Staff Report MHN Intergovernmental Agreement 06242025](#)
  
- g. Motion for Amendment of Exhibit D, Recreational Vehicle Parking Restriction Areas, Including Additional Locations within the County to Control and Regulate the Parking of Recreational Vehicles on Public Property, from Ordinance O-25-001, An Ordinance For The Regulation Of Traffic And Parking.  
Alan Stanton, Commander — *Sheriff*  
**Attachments:**     [Amended Exhibit D O-025-001 061025](#)  
                              [Ordinance No. O-025-001 An Ordinance for the Regulation of Traffic and Parking final May 24 2025](#)
  
- h. 2025 SWAT Medic Purchase Order in the Amount of \$150,000.00.  
Michael McIntosh, Division Chief — *Sheriff*  
**Attachments:**     [822110\\_South Metro Fire\\_\\$150,000](#)
  
- i. FY 2026 Colorado Correctional Treatment Board Local Funding Program for Recovery Support Services Award in the Amount of \$30,000.00.  
Phil Domenico, Division Chief — *Sheriff*  
**Attachments:**     [FY26-SOA-23rd-Douglas-Reintegration Program](#)
  
- j. FY2026 High Visibility Enforcement Driving Under the Influence (DUI) Grant Award Acceptance in the Amount of \$65,000.00.  
Alan Stanton, Commander — *Sheriff*  
**Attachments:**     [Doug CO HVE SFY26 Award Letter](#)  
                              [Douglas Co SO HVE SFY26 PO 411041710](#)  
                              [SFY26 HVE Application\\_submitted 05072025](#)



- k. Fee Waiver Request in the Amount of \$1,260.00 for the ROCK-IT-RUN at Fairgrounds Regional Park.

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

**Attachments:**     [Staff Report - Live Free Association Fee Waiver](#)

- l. Use Fee Modification Request from \$875.00 to \$500.00 for a 5-day Camp at Rueter-Hess Reservoir July 14 to 18, 2025.

Amy Knopp, Manager of Rueter-Hess Reservoir — *Department of Community Development*

**Attachments:**     [Staff Report - Girl Scouts Fee Waiver](#)

- m. Fee Waiver Request in the Amount of \$325.00 for the Parker Senior Center Picnic at Challenger Regional Park.

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

**Attachments:**     [Staff Report - Parker Senior Center Fee Waiver](#)

- n. Fee Waiver Request in the Amount of \$10,890.00 from Highlands Ranch Community Association and Highlands Ranch Cultural Affairs Association for a July 4th Fireworks and Celebration at Highland Heritage Regional Park.

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

**Attachments:**     [HRCA\\_2025 Summer Concert Series Fee Waiver\\_6.10.25](#)

- o. Purchase Order to Four Rivers Equipment (formerly Honnen Equipment) in the Amount of \$235,001.00 Under Douglas County IFB #042-22.

Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:**     [Douglas County 0076631 BuyoutInvoice](#)  
[Douglas County Award\\_Honnen Equipment\\_IFB042-22\\_December 2022](#)  
[2023\\_JD\\_Master Lease Agreement](#)  
[644P Lease Schedule](#)

- p. Purchase Order to OJ Watson for a Total of \$533,568.00 Under the City & County of Denver Master Supplier Contract Number SC-00003211.

Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:**     [TEQ\\_RPS882-2\\_Unit 15018 Quote.6.3.25](#)  
[TEQ\\_RPS889\\_Unit08002 Quote 6.2.25](#)  
[TEQ\\_RPS891\\_Unit16017 Quote 6.02.25](#)  
[TEQ\\_RPS893-1\\_15020 Quote 6.2.25](#)  
[TEQ\\_RPS888-1\\_Unit 15054 Quote 5.29.25](#)  
[TEQ\\_RPS886\\_Unit 08034 Quote.6.2.25](#)  
[TEQ\\_RPS909\\_Refurbish SWAB-0095 Quote 6.2.25](#)  
[0751A\\_SC-00003211 - OJ Watson 2024-2025 Renewal\\_7.15.2024\\_](#)  
[\(002\)](#)

- q. Insight Microsoft 365 G5 Suite Purchase in the Amount of \$194,786.38.

Jim Brown, Chief Technology Officer — *Information Technology*

**Attachments:**     [Insight MSEA 2025 G5 Amend 194786.38 48948366 AMD](#)  
[AMD000448371 SUPP CPS 3028252.005](#)

- r. Contracts with Manna Resource Center for Child Welfare and TANF Community Services in the Combined Total of \$340,000.00.

Nicole Adams — *Human Services*

**Attachments:**     [DC- PCS- Manna Resource Center 25-26](#)

- s. Intergovernmental Agreement Between Jefferson, Arapahoe, and Douglas Counties - Collaborative Foster Care Program in the Amount of \$120,000.00.

Nicole Adams — *Human Services*

**Attachments:**     [DC- IGA- Collaborative Foster Care Program \(CFCP\) 25-26](#)

- t. Contract with Advocates for Children on behalf of the Douglas County Collaborative Management Program for CMP Staff in the Amount of \$242,000.00.

Nicole Adams — *Human Services*

**Attachments:**     [DC- PCS- Advocates for Children 25-26](#)

- u. Contract with Family Tree for Generational Opportunities to Achieve Long-Term Success Program in the Amount of \$300,000.00.

Ruby Richards — *Human Services*

**Attachments:**     [DC- PCS- Family Tree GOALS 25-26](#)

- v. Contract with Continuum of Colorado, Inc. for TANF Case Management Services in the Amount of \$175,360.00.

Erin Johnson, Assistant Director — *Human Services*

**Attachments:**     [DC- PCS- Continuum of Colorado 2025-2026](#)

- w. Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services for \$171,342.00

Erin Johnson, Assistant Director — *Human Services*

**Attachments:**     [DC- IGA- Arapahoe Douglas Works, Employment First- 25-26](#)

- x. Intergovernmental Agreement Between Arapahoe and Douglas Counties for Temporary Assistance for Needy Families in the Amount of \$200,000.00.

Erin Johnson, Assistant Director — *Human Services*

**Attachments:**     [DC-IGA- Arapahoe Douglas Works-TANF 25-26](#)

- y. Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas and the State of Colorado Department of Transportation Regarding Financial Contribution Toward Design for the Colorado Boulevard Bike-Ped Bridge over C-470 Project, with a Contribution of \$550,000.00 in Federal Funds from CDOT and Requires Local Agency Matching Funds of \$137,500.00 from Douglas County, Douglas County Project Number CI 2024-021.

Brolin Bundy, P.E., Capital Improvements Project Manager — *Department of Public Works Engineering*

**Attachments:**     [IGA - CDOT - Colorado Ped Bridge - Brolin B BOCC 6 24 25](#)

- z. Construction Contract Amendment with Kraemer North America, LLC for Change Order 2A for an Amount not to Exceed \$1,954,869.81 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*

**Attachments:**     [Contract Amd for Change Order - Kraemer No America](#)

- aa. Purchase of Surface Stabilization and Dust Control Materials For Use on Douglas County Roads in 2025.

Daniel Roberts, Assistant Director, Operations. — *Public Works Operations*

**Attachments:**     [Signed- PO Requests - GMCO AND EnviroTech-Mag Chloride purchase - Shawna P](#)

- ab. Amendment Number Three (3) for the Public Contract for Services for 2025 -2026 Conveyance Regulation Services with Shums Coda Associates, LLC, in the Additional Amount of \$119,640.00, and Extending the Contract Term Through July 31, 2026.

Matthew Dziubanski, Chief Building Official — *Building Department*

**Attachments:**     [PCS Amendment 3 Shums Coda](#)

- ac. Construction Contract with 53 Corporation, LLC, for the Saxeborough Drive Culvert Repair Project, in the Amount of \$175,950.00, Douglas County Project Number SP2025-010.

Zachary Humbles, P.E., Special Projects Engineer — *Department of Public Works Engineering*

**Attachments:**     [Const Contract - 53 Corp - SP2025-010 Saxeborough Culvert Repair - Zak H](#)

- ad. Resolution Concerning the Preliminary Order for the Douglas County Local Improvement District (LID) Country Club Drive (Group 10) LID, Douglas County Project Number CI 2025-015.

Amy Strouthopoulos, P.E. — *Department of Public Works Engineering*

**Attachments:**     [Resolution & Notice - Preliminary Order Notice of LID Creation Feasibility Study](#)  
[Cost Estimate - Group 10 - 03.02.2023](#)

- ae. Special Access Permit for 11001 Spruce Mountain Road.

Jacob Gabel, Engineer III — *Department of Public Works Engineering*

**Attachments:**     [Special Access Permit - Spruce Mountain Rd](#)

- af. Resolution for a Temporary Closure of Grigs Road for Approximately One Mile Between Daniels Park Road and the East/West Regional Trailhead & Pavilion Parking Lot Associated with the Grigs Road Paving Phase 1 Project, Douglas County Project Number CI 2021-032.

Brian Schultz, Engineering Construction Manager — *Department of Public Works Engineering*

**Attachments:**     [Resolution and Map - Temp Rd Closure Grigs Rd](#)

- ag. Acceptance of Grant of Utility Easement (Overhead Light Poles and Underground Electric Lines) from Double Helix West, LLC Regarding Existing Driveway Lighting Improvements at the Unified Metropolitan Forensic Crime Laboratory; Douglas County Project No. DV 2024-378.

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

**Attachments:**     [UMFCF Overhead Driveway Light Esmnt - Double Helix](#)

- ah. Acceptance of Grant of Secondary Storm Drainage Easement from Double Helix West, LLC for Meridian International Business Center Filing No. 6, 7th Amendment, Lot 2A-1A to Provide Access for the Maintenance of the Private Stormwater System in the Event the Owner Fails to Adequately Maintain Said Facilities; Douglas County Project No. DV 2024-378.

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

**Attachments:**     [Double Helix Storm Drn Esmnt](#)

- ai. Resolution in Support of Amateur Radio Week Proclamation.

Jeff Garcia, County Attorney — *County Attorney*

**Attachments:**     [Proclamation in Support of Amateur Radio Week](#)

### 3. Regular Agenda

- a. 2025-2026 Public Contract for Services to Share Costs for the School Resource Officer Program

Derek Castellano, Commander — *Sheriff*

**Attachments:**     [2025-2026 Colorado Christian Academy 05272025\\_signed by school](#)  
[2025-2026 North Star 05312025\\_signed by school](#)  
[2025-2026 Platte River Academy\\_signed by school](#)  
[2025-2026 Skyview 05132025\\_signed by school](#)  
[2025-2026 STEM 05202025\\_signed by school](#)  
[2025-2026 Valor 05202025\\_signed by school](#)  
[IGA DCSD 2025-2026\\_06032025](#)  
[2025-2026 American Academy\\_05142025](#)  
[2025-2026 Arma Dei\\_05232025\\_signed by school](#)  
[2025-2026 Ben Franklin 05282025\\_signed by school](#)  
[2025-2026 Cherry Hills Christian School\\_05152025](#)  
[2025-2026 Parker Core Knowledge 05272025\\_signed by school](#)

- b. 2025 Douglas County Fire Operating Plan.

Mike Alexander, Director — *Emergency Management*

**Attachments:**     [\(DRAFT\)2025 DOUGLAS COUNTY Fire Operating Plan](#)

- c. 6793 Scott Avenue - Site Improvement Plan Fee Waiver Request for the Estimated Amount of \$374,075.00 - Project File: SP2023-068.

Mike Pesicka, AICP, Principal Planner — *Department of Community Development*

**Attachments:**     [Staff Report - SP2023-068 Fee Waiver Request](#)

- d. Grant Agreement for Older Adult Transportation Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$189,000.00.

Jennifer A. D'Ambrosio, Community Programs Coordinator — *Community Services*

**Attachments:**     [CRSAC OAI Trips Staff Report REVISED](#)

- e. Grant Agreement for Older Adult Home Delivered Meals Between Douglas County and Nourish Meals on Wheels in the Amount of \$100,000.00.

Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*

**Attachments:**     [Nourish Staff Report REVISED](#)

- f. Grant Agreement for Older Adult Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$131,000.00.

Jennifer A. D'Ambrosio, Community Programs Coordinator — *Community Services*

**Attachments:**     [ARDC OAI Trips Staff Report REVISED](#)

**4. 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.

**5. Commissioner Comments**

**6. Other Business**

**7. County Manager**

- a. County Manager Report.

**Attachments:**     [County Manager Report 6.24.25](#)

**8. Adjournment**

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

**MEETING DATE:** June 24, 2025

**DESCRIPTION:** Approval of Business Meeting Minutes from June 10, 2025.

**ATTACHMENTS:**

Minutes Business Meeting 06.10.2025





## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JUNE 10, 2025

### MINUTES

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Tuesday, June 10, 2025

1:30 PM

Hearing Room

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Invocation – Darrin Kessler

**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. Girl Scout Gold Award for Abigail Reynolds.

Cori Cowan, Engineering, addressed the Board to introduce this Item.

Abigail Reynolds addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

**3. Consent Agenda**

Commissioner Van Winkle commented on this Item.

This is Motion No. 025-080

Commissioner Teal moved that the Board approve the requests in all Items "a" through "x" of

the Consent Agenda.

**RESULT:** ADOPTED THE CONSENT AGENDA

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

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

- a. Approval of Business Meeting Minutes from May 27, 2025.
- b. Approval of Land Use/Public Hearing Minutes from May 27, 2025.
- c. Approval of Vouchers June 3, 2025
- d. Approval of Vouchers June 10, 2025
- e. Following the Recommendation of Assessor's Office to Settle BAA Appeal.
- f. Purchase Order to Power Equipment Company for \$168,496.00 Utilizing Sourcewell Contract #060122-BAI.
- g. Contract and Purchase Order for the 2025 Douglas County Fair & Rodeo Concert Headliner in the Amount of \$150,000.00.
- h. Amendment No. 1 of the Denver Regional Council of Governments Older Americans Act Contract EX24015 in the Amount of \$704,422.00, with a Required County Contribution of \$88,094.00 for a Project Total of \$792,516.00.
- i. Fee Waiver Request in the Amount of \$250.00 for Douglas County School District Nutrition Services for the Free Summer Lunch Program at Challenger Regional Park.
- j. Fee Waiver Request from the Amateur Radio Emergency Service of Douglas and Elbert Counties in the Amount of \$1,560.00 for the Amateur Radio Field Days at 2025 at Rueter-Hess Reservoir.
- k. Fee Waiver Request in the Amount of \$7,260.00 from Highlands Ranch Community Association for the Annual Race Series at the East-West Regional Trail.
- l. Fee Waiver Request in the Amount of \$8,470.00 from Highlands Ranch Community Association for the 2025 Concert Series at Highland Heritage Regional Park.
- m. Fee Waiver Request in the Amount of \$2,420.00 from Highlands Ranch Community Association for the Annual Haunted Forest at the East-West Regional Trail.
- n. Public Contract for Services to provide Field Inspection and Support Services for Grigs Road Paving Phase 1 Project, with Ground Engineering Consultants, Inc., for an Amount not to Exceed \$112,600.00, Douglas County Project No. CI 2021-032.
- o. Payment Agreement to CORE Electric Cooperative Associated with the Hilltop Road Improvement Project, for a Total Amount of \$1,437,068.84, Douglas County Project Number CI 2020-029.
- p. Award of a Public Contract for Services to Olsson, Inc. for the Highlands Ranch Parkway (Broadway to Burntwood) Improvements Project, in the Amount of \$412,284.00, Douglas County Project Number CI2025-023.
- q. Public Contract for Services to TST Infrastructure, LLC, for the 2023 Bannock Local

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Improvements District Project, in the Amount of \$452,000.00, Douglas County Project Number CI 2023-032.

- r. Change Order No. 2 with Chato's Concrete, LLC, for the 2025 Sidewalk Repair and Curb Ramp Retrofit Project, for an Additional Amount of \$600,000.00, Douglas County Project Number CI 2025-001.
- s. An Intergovernmental Agreement Between the Urban Drainage and Flood Control District dba Mile High Flood District and the Board of County Commissioners of the County of Douglas, Colorado, Regarding Funding of Major Drainageway Planning for Rampart Gulch and Unnamed Tributaries, Douglas County Project Number FC2025-004.
- t. An Intergovernmental Agreement Between the Urban Drainage and Flood Control District dba Mile High Flood District and the Board of County Commissioners of the County of Douglas, Colorado, Regarding Funding of Major Drainageway Planning and Flood Hazard Delineation for Willow Creek Tributaries Upstream of Englewood Dam, Douglas County Project Number FC2024-007.
- u. Construction Contract for the Grigs Road Paving Project - Phase 1 to ESI (Elite Surface Infrastructure), in the Amount of \$2,046,020.60, Douglas County Project Number CI 2021-032.
- v. Change Order Funded by Douglas County 911 Authority Board on Behalf of the County for Civil and Environmental Requirements for the Deckers Radio Site in the Amount of \$596,148.00.
- w. FY2025 RMHIDTA Grant Agreement in the Amount of \$1,104,204.00.
- x. Resolution Prohibiting Signs in the Douglas County Board of County Commissioners' Chambers.  
Resolution No: R-025-049

#### **4. Regular Agenda**

- a. Resolution in Support of Creating a Home Rule Charter Commission.

Jeff Garcia, County Attorney, introduced this Item.

Commissioner Teal read the Resolution for the Record.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

Bob Marshall, Highlands Ranch, addressed the Board to provide public comment.

Ellen Testolin addressed the Board to provide public comment.

Eiko Browning addressed the Board to provide public comment.

William Forna, Lone Tree, addressed the Board to provide public comment.

Kevin Duffy, Castle Rock, addressed the Board to provide public comment.

Barrett Roth, Castle Pines, addressed the Board to provide public comment.

David John, Larkspur, addressed the Board to provide public comment.

Jill Campbell, Highlands Ranch, addressed the Board to provide public comment.

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

Gary Wood, Larkspur, addressed the Board to provide public comment.

Chuck Ruddy, Larkspur, addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-081

Commissioner Van Winkle moved that the Board approve Resolution in Support of Creating a Home Rule Charter Commission.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Laydon, Van Winkle, Teal  
Resolution No: R-025-048

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

Len Whitten, Highlands Ranch, addressed the Board to provide citizen comment.

Jill Campbell, Highlands Ranch, addressed the Board to provide citizen comment.

Gary Wood addressed the Board to provide citizen comment.

Eiko Browning addressed the Board to provide citizen comment.

**6. Commissioner Comments**

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Commissioner Teal provided comment.

Commissioner Van Winkle provided comment.

Commissioner Laydon provided comment.

**7. Other Business**

**8. County Manager**

a. County Manager Report.

**9. Adjournment**

*\*\*The Next Business Meeting Will be Held on Tuesday, June 24, 2025 @ 1:30 p.m.\*\**

**MEETING DATE:** June 24, 2025

**DESCRIPTION:** Approval of Land Use/Public Hearing Minutes from June 10, 2025.

**ATTACHMENTS:**

Minutes LU\_PH Meeting 06.10.2025



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

**TUESDAY, JUNE 10, 2025**

**MINUTES**

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**Tuesday, June 10, 2025**

**2:30 PM**

**Hearing Room**

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**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**

**3. Public Hearing Agenda Items**

- a. Happy Canyon Filing 4, Tracts F and G - Zone Map Change - Project File: DR2024-005.

Trevor Bedford, Department of Community Development, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item and asked a clarifying question. Mr. Bedford addressed the Board to answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Public Comment:

Jill Campbell, Highlands Ranch, addressed the Board to provide public comment.

Rich West addressed the Board to provide public comment.

Commissioner Teal commented on this Item.

This is Motion No. 025-082

Commissioner Teal moved that the Board approve Happy Canyon Filing 4, Tracts F and G - Zone Map Change - Project File: DR2024-005.

**RESULT:** ADOPTED

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle  
Zone District Map Change No: R-025-050

- b. Zoning Resolution Waiver for Inverness Filing 9, Lot 3 - Project File: US2024-011.

Jeanette Bare, Department of Community Development, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item and asked a clarifying question.  
Ms. Bare addressed the Board to help answer the Commissioner's question.

Andrew Baker, Baseline Corporation, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item and asked a clarifying question.  
Mike Swisher, Homeland Development Corporation, addressed the Board to help answer the Commissioner's question.

Commissioner Van Winkle commented on this Item.

Public Comment:

Jill Campbell, Highlands Ranch, addressed the Board to provide public comment.

Zach Gabehart, Arapahoe Airport Authority, addressed the Board to provide public comment.

Alan Hamer addressed the Board to provide public comment.

Amanda Smith addressed the Board to provide public comment.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Jeanette Bare, Community Development, addressed the Board to comment on this Item.



Mr. Baker readdressed the Board to comment on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 025-083

Commissioner Van Winkle moved that the Board Deny Zoning Resolution Waiver for Inverness Filing 9, Lot 3 because it Does Not meet all of the approval criteria with the Conditions as Presented - Project File: US2024-011.

**RESULT:** DENIED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle

- c. Cross Mountain - Zone Map Change - Project File: DR2025-001.

Trevor Bedford, Department of Community Development, addressed the Board to present on this Item.

Rob Herman, Applicant Representative, addressed the Board to further present on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-084

Commissioner Teal moved that the Board approve Cross Mountain - Zone Map Change - Project File: DR2025-001.

**RESULT:** ADOPTED

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle  
Zone District Map Change No: R-025-051

- d. 2096 S. Interstate 25 - Zone Map Change - Project File: DR2025-002.

Matt Jakubowski, Department of Community Development, addressed the Board to present on this Item.

Commissioner Van Winkle asked clarifying question.

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

Commissioner Laydon commented on this Item and asked clarifying questions.

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

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 025-085

Commissioner Van Winkle moved that the Board approve 2096 S. Interstate 25 - Zone Map Change - Project File: DR2025-002.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle  
Zone District Map Change No: R-025-052

#### 4. Adjournment

*\*\*The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, June 24, 2025 @ 2:30 p.m.\*\**

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Andrew Copland, Director of Finance

**DESCRIPTION:** Approval of Vouchers June 24, 2025

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

Vouchers	\$ 3,986,547.57
Electronic Funds Transfers	\$
Handwritten Checks	\$ 4,401,370.74
Purchasing Card Charges	\$
Election Judges	\$ 2,650.90
<b>TOTAL:</b>	<b>\$ 8,390,569.21</b>

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	6/18/2025
Jeff Garcia	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**  
06.24.25 BOCC

VOUCHERS

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

6/17/2025  
9:50:39

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109123	06/25/25	1134185	ABSOLUTE GRAPHICS INC	34740	220	822110	SWAT TEAM	433500	Clothing & Uniforms	84.88	POLOS
				34738	100	21126	CRIMINAL JUSTICE RECORDS ACT	433500	Clothing & Uniforms	150.09	POLOS & JACKETS
				34738	100	23300	VICTIM ASSISTANCE SECTION	433500	Clothing & Uniforms	616.31	POLOS/JACKETS/VESTS
				34557	100	21500	DETENTION	433500	Clothing & Uniforms	315.82	POLOS
				34739	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	70.03	POLOS
				34733	100	21150	PROFESSIONAL STANDARDS	433500	Clothing & Uniforms	110.97	CUSTOM PATCH
				34738	100	21130	EMPLOYEE WELLNESS	433500	Clothing & Uniforms	105.06	POLO/JACKET
									<b>Total Payment</b>	<b>1,453.16</b>	
109124	06/25/25	1594782	ADAMS, CHELSEA I	050125-052825	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	423.15	MILEAGE REIMBURSEMENT
109125	06/25/25	1550691	ADAMS, MARK L	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109126	06/25/25	1113303	ADAMS, MICHAEL T	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109127	06/25/25	1675262	AKI, AMELIA S	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109128	06/25/25	1649651	AKKODIS INC	13520898	100	18100	IT ADMINISTRATION	447900	Recruitment Costs	29,000.00	RECRUITING SERVICES
109129	06/25/25	1639027	ALARY, JAMES	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109130	06/25/25	1151638	ALCOHOL MONITORING SYSTEMS INC	344119	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	3,062.40	ALCOHOL MONITORING FEES
109131	06/25/25	1000067	ALLHEALTH NETWORK	2293	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	3,418.13	MAY 2025 SERVICES
				2297	296	861577	ARPA-REVENUE REPLACEMENT	443600	OPS/Veterans MH	10,692.23	MAY 2025 ARPA VETERANS MENTAL HEALTH
				2292	210	44500	CHILD WELFARE	443600	Other Professional Services	3,072.37	MAY 2025 SERVICES
				2292	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	3,072.36	MAY 2025 SERVICES
				2291	100	802031	HB22-1281 CYF SFY2025	443600	Other Professional Services	9,146.64	MAY 2025 SERVICES
				2285	100	861060	FINES Committee Grant	443100	Medical, Dental & Vet Services	1,253.22	MAY 2025 CARE COMPACT
				2290	100	21525	RESTRICTED BOOKING FEES (40%)	443600	Other Professional Services	3,719.19	MAY 2025 RE-ENTRY PROGRAM
				2289	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	37,966.80	MAY 2025 SERVICES
				2268	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	25,011.56	APR 2025 SERVICES
				2265	100	21525	RESTRICTED BOOKING FEES (40%)	443600	Other Professional Services	2,603.25	APR 2025 RE-ENTRY PROGRAM
									<b>Total Payment</b>	<b>99,955.75</b>	
109132	06/25/25	1620361	ALTEC INDUSTRIES INC	7452286	200	31000	FUND ADMIN.-ROAD BRIDGE	474300	Cars, Vans, Pickups	219,231.54	TELESCOPIC AERIAL DEVICE
109133	06/25/25	1550690	ARAIN, SHEFALI	070625-071125PERDIEM	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109134	06/25/25	1000068	ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800008384TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	8,518.45	MAY 2025 TANF CASE MANAGEMENT
				1800008384	210	44275	EMPLOYMENT FIRST	443600	Other Professional Services	(8,165.56)	APR 2025 EMPLOYMENT FIRST
				1800008384TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	7,374.72	APR 2025 TANF CASE MANAGEMENT
									<b>Total Payment</b>	<b>7,727.61</b>	
109135	06/25/25	1569902	ARGIS SOLUTIONS INC	2114	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	18,624.00	GIS PLATFORM MIGRATION
109136	06/25/25	1000951	ATTP ALL TRUCK & TRAILER PARTS	25721/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	10,647.78	FLEET PARTS
109137	06/25/25	1632311	AURORA MENTAL HEALTH & RECOVERY	6130	210	44500	CHILD WELFARE	443600	Other Professional Services	455.00	MAY 2025 INTERPRETING SERVICES
109138	06/25/25	1628145	AUTOAUTO WASH LLC	WO57589	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	492.42	PARKER CARWASH REPAIRS
				WO57613	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	460.69	PARKER CARWASH REPAIRS
									<b>Total Payment</b>	<b>953.11</b>	
109139	06/25/25	1477321	AXIOM HUMAN RESOURCE SOLUTIONS	QB00066502	210	44100	ADMINISTRATION BLOCK GRANT	433210	Computer Supplies	214.11	MAY 2025 USER FEE

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109140	06/25/25	1558520	BACA III, PAUL E	070625-071125PERDIEM	220	861611	COMMUNITY RESPONSE TEAM- LEA	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109141	06/25/25	1150678	BARRETT, JULIE	071325-071825PERDIEM	200	31100	ROAD AND BRIDGE ADMIN	445300	Travel Expense	516.00	GEOGRAPHIC INFORMATION SYSTEMS CONFERENCE, SAN DIEGO, CA
109142	06/25/25	1506202	BEACON COMMUNICATIONS LLC	36682 36374	100 100	18900 19200	SOFTWARE MAINTENANCE FUND ADMIN.-GENERAL	444500 474500	Software/Hardware Supp./Maint. Computer Equipment	13,330.00 <u>162,401.12</u>	HEARING ROOM SUPPORT DISTRICT ATTORNEY SATELLITE OFFICE
									<b>Total Payment</b>	<b>175,731.12</b>	
109143	06/25/25	1528725	BENESCH	320693 320693 320693	230 230 230	800461 800461 800461	COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY	473200 468200 468250	Road-St Drainage-Construction Intergovernmental-Littleton Intergovernmental-Centennial	1,523.93 338.64 <u>1,523.93</u>	CONSTRUCTION MANAGEMENT - COUNTY LINE RD CONSTRUCTION MANAGEMENT - COUNTY LINE RD CONSTRUCTION MANAGEMENT - COUNTY LINE RD
									<b>Total Payment</b>	<b>3,386.50</b>	
109144	06/25/25	1001152	BOBCAT OF THE ROCKIES	14285632 14285705	200 200	31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	443600 433400	Other Professional Services Operating Supplies	594.18 <u>446.99</u>	REPAIR CONCRETE SAW RAMMER RACK
									<b>Total Payment</b>	<b>1,041.17</b>	
109145	06/25/25	1289682	BRIDGEVIEW IT INC	19832 19831 19833	100 100 100	18900 18900 18100	SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE IT ADMINISTRATION	444500 444500 432100	Software/Hardware Supp./Maint. Software/Hardware Supp./Maint. Contract Work/Temporary Agency	6,840.00 7,840.00 <u>5,292.00</u>	IT SUPPORT IT SUPPORT IT SUPPORT
									<b>Total Payment</b>	<b>19,972.00</b>	
109146	06/25/25	1537252	BUCKEYE CLEANING CENTER OF DENVER	90671469 90671469	100 100	21500 21500	DETENTION DETENTION	433900 433800	Janitorial Supplies Prisoner Maint. Supplies	3,215.68 <u>1,787.40</u>	DETENTION SUPPLIES DETENTION SUPPLIES
									<b>Total Payment</b>	<b>5,003.08</b>	
109147	06/25/25	1636340	BURRIESCI, BIAGIO	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109148	06/25/25	1563469	BUSS, JORDAN	070625-071125PERDIEM	221	27477	SRO - ARMA DEI ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109149	06/25/25	1609315	CALDWELL, KELLY	050125-053025	217	861456	MCH-MATERNAL & CHILD HEALTH	445300	Travel Expense	271.71	MILEAGE REIMBURSEMENT
109150	06/25/25	1505984	CAMPBELL, CHRIS R	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109151	06/25/25	1116252	CASTELLANO, DEREK	070625-071125PERDIEM	220	22270	HR DIVISION ADMIN	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109152	06/25/25	1278839	CATHOLIC CHARITIES OF CENTRAL COLORADO	CSBG2024068 HRP02024007	100 100	861549 802042	COMMUNITY SERVICES BLOCK GRANT HOMELESS RESOLUTION PROG 2024	447500 447500	Other Purchased Services OPS/HRP 2024	100.00 <u>70.00</u>	MAY 2025 SERVICES MAY 2025 SERVICES
									<b>Total Payment</b>	<b>170.00</b>	
109153	06/25/25	1534344	CENTER COPY BOULDER, INC.	70332 69938 69895 70331	210 200 200 100	44550 31100 31100 24100	CHILD WELFARE ADDTL ALLOCATION ROAD AND BRIDGE ADMIN ROAD AND BRIDGE ADMIN BUILDING DEVELOPMENT SERVICES	440100 440100 440100 433200	Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Office Supplies	33.60 241.00 67.39 <u>33.60</u>	BUSINESS CARDS SAFETY POSTERS CREW PHOTOS BUSINESS CARDS
									<b>Total Payment</b>	<b>375.59</b>	
109154	06/25/25	1553756	CHANCE, COREY	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109155	06/25/25	1002798	CINTAS CORPORATION	9323449184	220	22100	PATROL-LEA	444400	Service Contracts	1,700.00	PATROL AED'S
109156	06/25/25	1592485	CIRCULAR EDGE LLC	29760	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	10,500.00	MAY 2025 JDE SUPPORT
109157	06/25/25	1501900	CISLO, JEFFREY	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX

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109158	06/25/25	1000195	CITY OF AURORA	MAY2025 MAY2025	100 100	100 100	GENERAL FUND GENERAL FUND	214514 214515	Due to Aurora - MV License Fee Due to Aurora - Auto Use Tax	1,265.70 44,988.05	MV LICENSE FEES - MAY 2025 MV SALES TAX - MAY 2025
									<b>Total Payment</b>	<b>46,253.75</b>	
109159	06/25/25	1124105	CITY OF CASTLE PINES	MAY2025 MAY2025	100 100	100 100	GENERAL FUND GENERAL FUND	214517 214516	Due to Castle Pines Auto Use Due to Castle Pines MV License	225,068.47 4,386.26	MV SALES TAX - MAY 2025 MV LICENSE FEES - MAY 2025
									<b>Total Payment</b>	<b>229,454.73</b>	
109160	06/25/25	1550259	COLORADO COMMUNITY MEDIA	137490 133996 137489	210 210 100	44500 44500 16200	CHILD WELFARE CHILD WELFARE PLANNING & ZONING SERVICES	440200 440200 440200	Newspaper Notices/Advertising Newspaper Notices/Advertising Newspaper Notices/Advertising	133.40 68.24 57.28	LEGAL AD & BIDS SETTLEMENT LEGAL AD & BIDS SETTLEMENT PUBLIC NOTICE
									<b>Total Payment</b>	<b>258.92</b>	
109161	06/25/25	1000214	COLORADO DEPARTMENT OF PUBLIC HEALTH	VR202500000000001730	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	6,778.00	VITAL RECORDS REFUND
109162	06/25/25	1000258	COLUMBINE PAPER & MAINTENANCE	87129	100	51100	PARK MAINTENANCE	433200	Office Supplies	130.68	OFFICE SUPPLIES
109163	06/25/25	1218257	COMMUNICATION INFRASTRUCTURE GROUP LLC	25327 25325	230 200	800156 800100	HILLTOP RD (REATA-SINGING HILL CONTRACTED MAJOR ROAD MAINT	443600 443600	Other Professional Services Other Professional Services	401.25 10,240.60	HILLTOP RD PUBLIC INFORMATION SERVICES GENERAL PUBLIC INFORMATION SERVICES
									<b>Total Payment</b>	<b>10,641.85</b>	
109164	06/25/25	1036774	COMPUTRONIX (USA) INC	7441	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	16,012.50	POSSE SUSTAIN
109165	06/25/25	1665711	CORDANT HEALTH SOLUTIONS	FS2560053125	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	329.12	TESTING FEES
109166	06/25/25	1000536	CORE ELECTRIC COOPERATIVE	95567070/061025	200	31400	MAINTENANCE OF CONDITION	450210	Electric	55.41	LARKSPUR YARD LIGHT
109167	06/25/25	1126383	CPI GUARDIAN - CLEARWATER PACKAGING INC	4337	100	21500	DETENTION	433400	Operating Supplies	1,385.41	DETENTION SUPPLIES
109168	06/25/25	1112637	CPS HR CONSULTING	16736	100	17100	HR ADMIN	443600	Other Professional Services	3,655.73	WORKPLACE OBSERVATION
109169	06/25/25	1672071	CUSHING TERRELL	196416	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	12,931.68	GATEWAY SIGNAGE
109170	06/25/25	1335329	D'AMBROSIO, JENNIFER	032025-061225	100	16400	COMMUNITY SERVICES	445200	Metro Area Meeting Expense	158.76	MILEAGE REIMBURSEMENT
109171	06/25/25	1650382	DAVIS, TAYLOR D	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109172	06/25/25	1585128	DAWSON, TANIA	031925-060425	100	30200	ENGINEERING	445300	Travel Expense	873.44	RECYCLE CONFERENCE, GRAND JUNCTION, CO
109173	06/25/25	1605037	DENVER TRAINING GROUP	DK052925LA	200	31100	ROAD AND BRIDGE ADMIN	446100	Conference,Seminar, Train Fees	2,550.00	COACHING SERVICES
109174	06/25/25	1031114	DEVELOPMENTAL PATHWAYS INC	8	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	3,097.76	MAY 2025 CASE MANAGEMENT
109175	06/25/25	1620224	DEVIQ	14461	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	38,610.00	BIT REPLATFOM
109176	06/25/25	1002888	DLH ARCHITECTURE LLC	24215 24331 25093 24077 25141 24068A	330 296 200 100 100 100	870076 861572 870077 33215 33215 33215	HEROES HALL - FAIRGROUNDS AMERICAN RESCUE PLAN ACT SEDALIA FACILITY JUSTICE CNTR FACIL IMPRVMNTS JUSTICE CNTR FACIL IMPRVMNTS JUSTICE CNTR FACIL IMPRVMNTS	472200 472200 472100 472300 472300 472300	Design/Soft Costs Design/Soft Costs/IDD Construction Improvements Improvements Improvements	80,000.00 39,120.00 3,267.25 3,375.00 6,300.00 86.00	DESIGN SERVICES -HERO'S HALL SAFE HOUSE DESIGN SERVICES SEDALIA FACILITY DESIGN SERVICES JUSTICE CENTER SECURITY REMODEL JUSTICE CENTER SECURITY REMODEL JUSTICE CENTER SECURITY REMODEL
									<b>Total Payment</b>	<b>132,148.25</b>	
109177	06/25/25	1656402	DOSSEY, MICHELLE	050125-052825	210	44500	CHILD WELFARE	445300	Travel Expense	64.82	MILEAGE REIMBURSEMENT
109178	06/25/25	1113035	ELITE SURFACE INFRASTRUCTURE	C12020029APP2 C12020029APP1	230 230	800156 800156	HILLTOP RD (REATA-SINGING HILL HILLTOP RD (REATA-SINGING HILL	473200 473200	Road-St Drainage Construction Road-St Drainage Construction	40,464.35 143,851.75	HILLTOP SEGMENT HILLTOP SEGMENT
									<b>Total Payment</b>	<b>184,316.10</b>	
109179	06/25/25	1589522	ELLIOTT, MARY B	050225-052325	217	861623	NURSE SUPPORT	445300	Travel Expense	71.26	MILEAGE REIMBURSEMENT

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109180	06/25/25	1567951	EMERGENCY SYSTEMS COMPLIANCE SERVICES	INV13940	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	756.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13941	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	432.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13939	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	756.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13942	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	432.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13937	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	540.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13936	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	1,080.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
				INV13938	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	540.00	PREVENTATIVE MAINTENANCE JUSTICE CENTER
									<b>Total Payment</b>	<b>4,536.00</b>	
109181	06/25/25	1089314	ESKER SOFTWARE INC	460304650	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	852.94	FAX SERVICE
109182	06/25/25	1628771	ESPINOZA, BENJAMIN	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109183	06/25/25	1112392	GADES SALES COMPANY INC	88035IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436350	Traffic-School Flasher Parts	9,960.00	TRAFFIC EQUIPMENT
109184	06/25/25	1000458	GALLS LLC	1001751958/053125	100	22150	TRAFFIC SECTION	433500	Clothing & Uniforms	1,117.05	SHIRTS, PANTS, JACKETS
				1001751958/053125	100	22500	IMPACT UNIT/LEA	433500	Clothing & Uniforms	196.36	BADGES
				1001751958/053125	100	23150	MAJOR CRIMES SECTION	433500	Clothing & Uniforms	70.63	PANTS
				1001751958/053125	100	23150	MAJOR CRIMES SECTION	433500	Clothing & Uniforms	196.63	PANTS & JACKET
				1001751958/053125	100	23150	MAJOR CRIMES SECTION	433500	Clothing & Uniforms	196.63	PANTS & JACKET
				1001751958/053125	100	23150	MAJOR CRIMES SECTION	433500	Clothing & Uniforms	633.99	SHIRTS & PANTS
				1001751958/053125	100	23150	MAJOR CRIMES SECTION	433500	Clothing & Uniforms	95.84	NAME TAGS
				1001751958/053125	100	23200	CRIME LAB/EVIDENCE SECTION	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	27100	SCHOOL PROGRAM ADMINISTRATION	433500	Clothing & Uniforms	98.18	BADGE
				1001751958/053125	100	27150	SCHOOL RESOURCE OFFICERS	433500	Clothing & Uniforms	841.95	SHIRTS & PANTS
				1001751958/053125	100	27250	DCSD ELEMENTARY SRO PROG	433500	Clothing & Uniforms	347.47	SHIRTS & PANTS
				1001751958/053125	100	21100	SHERIFF ADMINISTRATION	433500	Clothing & Uniforms	106.55	NAME TAGS
				1001751958/053125	100	21120	ACADEMY TRAINING	433500	Clothing & Uniforms	471.08	LEATHER GEAR
				1001751958/053125	100	21120	ACADEMY TRAINING	433500	Clothing & Uniforms	473.09	LEATHER GEAR
				1001751958/053125	100	21120	ACADEMY TRAINING	433500	Clothing & Uniforms	469.49	LEATHER GEAR
				1001751958/053125	100	21120	ACADEMY TRAINING	433500	Clothing & Uniforms	453.70	LEATHER GEAR
				1001751958/053125	100	21120	ACADEMY TRAINING	433500	Clothing & Uniforms	492.89	LEATHER GEAR
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	21500	DETENTION	433400	Operating Supplies	32.75	NAME TAG
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	771.96	BADGES
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	164.76	JACKET
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	164.76	JACKET
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	32.75	NAME TAG
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	1,051.17	UNIFORMS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	1,051.17	UNIFORMS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	1,083.77	UNIFORMS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	1,083.77	UNIFORMS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	233.25	SHIRTS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	2,472.05	PANTS
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	59.60	NAME TAG
				1001751958/053125	100	21500	DETENTION	433500	Clothing & Uniforms	16.23	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	1,917.65	BALLISTIC VESTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	58.60	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	48.55	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	58.60	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	(37.80)	SHIRT RETURN
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	50.25	HELMET NAME STRIPS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	1,910.63	UNIFORMS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	130.20	PANTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	141.26	PANTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	657.60	TRAFFIC VESTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	495.73	SHIRTS

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Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	59.60	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	59.60	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	59.60	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	211.89	PANTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	425.51	PANTS & SHIRTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	2,472.05	PANTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	11.05	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	427.24	SHIRTS
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	16.23	NAME TAG
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	137.85	JACKET
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	102.43	SHIRT
				1001751958/053125	100	22100	PATROL-LEA	433500	Clothing & Uniforms	234.12	SHIRT
									<b>Total Payment</b>	<b>25,187.41</b>	
109185	06/25/25	1578677	GEO JOBE GIS CONSULTING	7441	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	7,500.00	GIS CONSULTING
109186	06/25/25	1005090	GMCO CORPORATION	CD202513668	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	5,850.00	DUST SUPPRESSANT
109187	06/25/25	1053221	GRAINGER	9524646842	200	31600	ENG - TRAFFIC SIGNS/STRIPING	433400	Operating Supplies	80.82	WALL ANCHORS
				9524764140	200	31600	ENG - TRAFFIC SIGNS/STRIPING	438800	C.A.-Other Equipment	4,839.00	GENERATOR
				9521396854	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	433400	Operating Supplies	288.54	SCREWS AND CABLE TIES
									<b>Total Payment</b>	<b>5,208.36</b>	
109188	06/25/25	1506754	HATHAWAY, CHRISTOPHER	070625-071125PERDIEM	221	27476	SRO-PLATTE RIVER ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109189	06/25/25	1501901	HAYS, JOSHUA R	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	400.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109190	06/25/25	1507268	HEIDMAN, SEAN M	070625-071125PERDIEM	221	27450	SRO-COLORADO CHRISTIAN ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109191	06/25/25	1651090	HERNANDEZ, KATHLEEN	050825-052825	210	44500	CHILD WELFARE	445300	Travel Expense	333.83	MILEAGE REIMBURSEMENT
109192	06/25/25	1010090	HIGHLANDS RANCH COMMUNITY ASSOCIATION	INV06022025	100	51100	PARK MAINTENANCE	444700	Other Repair & Maint. Service	787.50	PARK MAINTENANCE
109193	06/25/25	1476594	HIRERIGHT LLC	G4134773	100	17100	HR ADMIN	447900	Recruitment Costs	3,341.94	BACKGROUND SCREENING
109194	06/25/25	1032273	HOLCIM-WCR INC	721138653	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	4,260.84	ASPHALT FOR PAVING
				721138652	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	33,978.14	ROAD BASE
									<b>Total Payment</b>	<b>38,238.98</b>	
109195	06/25/25	1461924	HOPSKIPDRIVE INC	30495	210	44500	CHILD WELFARE	443600	Other Professional Services	1,566.10	MAY 2025 CLIENT TRANSPORTATION
109196	06/25/25	1005345	HUDICK EXCAVATING INC	CI2021020APP4	235	801507	C470 TRAIL OVER UNIVERSITY	467400	State-CDOT	320,406.76	C470 TRAIL OVER UNIVERSITY
				CI2021020APP4RTNG	235	801507	C470 TRAIL OVER UNIVERSITY	211810	Retainage Payable	(16,020.33)	C470 TRAIL OVER UNIVERSITY
									<b>Total Payment</b>	<b>304,386.43</b>	
109197	06/25/25	1619434	INTEGRITY COACHING & CONSULTING LLC	69MAY2025	217	861615	CHILD CARE DEVELOPMENT BLOCK G	432100	Contract Work/Temporary Agency	1,052.35	EARLY CHILDHOOD COUNCIL CONTRACTOR
				69MAY2025	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	432100	Contract Work/Temporary Agency	2,435.57	EARLY CHILDHOOD COUNCIL CONTRACTOR
				69MAY2025	217	861620	BUELL FOUNDATION EARLY CHILD	432100	Contract Work/Temporary Agency	3,442.08	EARLY CHILDHOOD COUNCIL CONTRACTOR
									<b>Total Payment</b>	<b>6,930.00</b>	
109198	06/25/25	1167525	JOHN ELWAY CHEVROLET	7429/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	18,415.38	FLEET PARTS
109199	06/25/25	1602319	JONES, TIMOTHY A	050525-050825PERDIEM	100	18100	IT ADMINISTRATION	445300	Travel Expense	138.00	THE PEAK OF DATA AND AI CONFERENCE, SEATTLE, WA
				050425-050825	100	18100	IT ADMINISTRATION	445300	Travel Expense	1,314.06	THE PEAK OF DATA AND AI CONFERENCE, SEATTLE, WA
									<b>Total Payment</b>	<b>1,452.06</b>	
109200	06/25/25	1663939	KAMRAN DASTOURY	051325-053025	217	46400	COMMUNITY HEALTH	443600	Other Professional Services	525.00	MEDICAL CONSULTING



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109201	06/25/25	1594029	KOSKI, RYAN L	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109202	06/25/25	1115968	LEMASTER, AARON A	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	400.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109203	06/25/25	1129801	LEVEL 3 COMMUNICATIONS	5GJSRDGHR/040125 5KKSTQCBQ/050125 5KKSTQCBQ/050125	100 100 100	18100 100 18100	IT ADMINISTRATION GENERAL FUND IT ADMINISTRATION	442440 121314 442440	Data Communication Lines Acct. Rec. - Sheriff Admin Data Communication Lines	7,390.60 3,092.67 528.12	10G INTERNET CIRCUITS DCSO CIRCUITS MAY 2025 INTERNET
									<b>Total Payment</b>	<b>11,011.39</b>	
109204	06/25/25	1129080	LIGHTING ACCESSORY & WARNING SYSTEMS	25868	221	27480	FLEET SCHOOL SAFETY	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
109205	06/25/25	1550695	LOWE, JAMES E	070625-071125PERDIEM	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109206	06/25/25	1641972	MAURO, NOAH	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109207	06/25/25	1630857	MORGAN, ALICIA	040725-052925	210	44500	CHILD WELFARE	445300	Travel Expense	841.33	MILEAGE REIMBURSEMENT
109208	06/25/25	1039066	MTM RECOGNITION	6245427	100	17100	HR ADMIN	447700	Recognition Programs	3,394.37	EMPLOYEE RECOGNITION
109209	06/25/25	1000759	NATIONAL ELECTRICAL CONSTRUCTION INC	202501G 202501O	250 250	53740 53740	PARKS SALES & USE TAX - PARKS PARKS SALES & USE TAX - PARKS	443600 443600	Other Professional Services Other Professional Services	403.00 4,288.00	ELECTRIC LINE LOCATE SIGN LIGHT REPLACEMENT
									<b>Total Payment</b>	<b>4,691.00</b>	
109210	06/25/25	1002161	OUTPUT SERVICES INC	INV124630	100	12400	MOTOR VEHICLE	444400	Service Contracts	4,339.83	JUN 2025 DMV RENEWALS
109211	06/25/25	1186234	PALERMO, DANIEL F	070625-071125PERDIEM	221	27300	SRO-VALOR HIGH SCHOOL	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109212	06/25/25	1126960	PALLAS, TONNA	16H12G851615/053125 16H12G851615/053125A	620 620	19400 19400	UI/WC/DISABILITY SELF-INS. UI/WC/DISABILITY SELF-INS.	458400 458400	Workers Compensation Claims Workers Compensation Claims	850.00 680.00	INSURANCE CLAIM INSURANCE CLAIM
									<b>Total Payment</b>	<b>1,530.00</b>	
109213	06/25/25	1398602	PALMER, NICOLE E	041725-052225 041725-052225	210 210	44500 44500	CHILD WELFARE CHILD WELFARE	445300 445300	Travel Expense Travel Expense	38.57 85.82	MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT
									<b>Total Payment</b>	<b>124.39</b>	
109214	06/25/25	1441621	PAWS 4 PRODUCTIVITY LLC	328	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	500.00	VETERINARIAN SERVICES
109215	06/25/25	1672626	PEREZ, YESIKA L	060325-060625	100	21200	INVESTIGATIONS	445300	Travel Expense	141.58	MILEAGE REIMBURSEMENT
109216	06/25/25	1190297	PETERSON, LYLE D	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109217	06/25/25	1001095	PINERY WATER DISTRICT	5092025 6092025	200 200	31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	448600 448600	Bulk Water Bulk Water	2,276.41 1,455.51	BULK WATER ROAD MAINTENANCE BULK WATER ROAD MAINTENANCE
									<b>Total Payment</b>	<b>3,731.92</b>	
109218	06/25/25	1157339	PMAM CORPORATION	202505106	220	822150	FALSE ALARM REDUCTION PROGRAM	447260	Alarm Administration Expenses	2,190.85	ALARM REGISTRATION MAY 2025
109219	06/25/25	1092260	PRO COM - PRO COMPLIANCE	141063	100	17100	HR ADMIN	443100	Medical, Dental & Vet Services	3,195.00	DRUG TESTING
109220	06/25/25	1565371	PROCTOR, KELSEY	050525-052925	210	44500	CHILD WELFARE	445300	Travel Expense	223.86	MILEAGE REIMBURSEMENT
109221	06/25/25	1441622	RELATE FAMILY THERAPY & COUNSELING	11523	210	44500	CHILD WELFARE	443600	Other Professional Services	280.00	THERAPY SERVICES
109222	06/25/25	1432695	RG LANDSCAPING SERVICES LLC	760	200	800100	CONTRACTED MAJOR ROAD MAINT	444700	Other Repair & Maint. Service	3,050.00	LANDSCAPING SERVICES

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109223	06/25/25	1550697	RHYMER, ERIC	070625-071125PERDIEM	221	27350	SRO-AMERICAN ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX	
109224	06/25/25	1359813	RIGHT ON LEARNING	621	210	44500	CHILD WELFARE	443600	Other Professional Services	13,377.01	MAY 2025 EDUCATION NAVIGATION	
109225	06/25/25	1105863	ROBERT HALF TECHNOLOGY	65063483	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	2,978.64	TEMPORARY POSITION - BUDGET	
				65063483	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	1,333.80	TEMPORARY POSITION - BUDGET	
										<b>Total Payment</b>	<b>4,312.44</b>	
109226	06/25/25	1628767	ROBERTSON, CLINTON	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	400.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX	
109227	06/25/25	1136721	ROCKY TOP RESOURCES INC	920865	100	32100	WASTE TRANSFER SITES	443600	Other Professional Services	10,437.50	GRINDING OF SLASH SITE	
109228	06/25/25	1284682	RODRIGUE, PAUL F	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX	
109229	06/25/25	1550700	SANDIFER, LAUREN	070625-071125PERDIEM	221	27426	SRO - PARKER CORE KNOWLEDGE	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX	
109230	06/25/25	1542868	SANDOVAL ELEVATOR COMPANY LLC	11316	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	895.00	ELEVATOR PREVENTATIVE MAINTENANCE	
				11316B	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE	
				11316C	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	116.00	ELEVATOR PREVENTATIVE MAINTENANCE	
				11316A	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	1,621.00	ELEVATOR PREVENTATIVE MAINTENANCE	
										<b>Total Payment</b>	<b>2,748.00</b>	
109231	06/25/25	1000832	SEDALIA WATER & SANITATION DISTRICT	051925	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Sedalia	103,346.78	ARPA REIMBURSEMENT	
109232	06/25/25	1628770	SEELEY, BRANT	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX	
109233	06/25/25	1107302	SEMPERA	DC053125BC	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	8,400.00	DATA MANAGEMENT CONSULTING SERVICES	
				DC053125RF	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	10,920.00	DATA MANAGEMENT CONSULTING SERVICES	
										<b>Total Payment</b>	<b>19,320.00</b>	
109234	06/25/25	1000846	SHILOH HOUSE	52001720525ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	3,084.14	MAY 2025 MULIT COUNTY ASSESSMENT	
				52001720525ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	84,509.46	MAY 2025 MULIT COUNTY ASSESSMENT	
										<b>Total Payment</b>	<b>87,593.60</b>	
109235	06/25/25	1587428	SIMMONS, FALLON	060425-060525	217	861457	IMMUNIZATION & VACCINATN CHILD	443600	Other Professional Services	238.00	MILEAGE REIMBURSEMENT	
				030525-051525	217	46200	EMERGENCY PREP/DISEASE CONTROL	445300	Travel Expense	281.68	MILEAGE REIMBURSEMENT	
				060425-060525PERDIEM	217	861457	IMMUNIZATION & VACCINATN CHILD	445300	Travel Expense	102.00	IMMUNIZATION SUMMIT, GLENWOOD SPRINGS, CO	
										<b>Total Payment</b>	<b>621.68</b>	
109236	06/25/25	1332823	SKYLINE STEEL	257736	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	258.00	CONSTRUCTION MATERIALS	
				257736	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	37,170.75	CULVERT STOCK	
										<b>Total Payment</b>	<b>37,428.75</b>	
109237	06/25/25	1602872	SOURCES INC	50208	200	31550	WEED CONTROL	433500	Clothing & Uniforms	431.54	CLOTHING	
				50208	200	31550	WEED CONTROL	443600	Other Professional Services	54.00	EMBROIDERY	
										<b>Total Payment</b>	<b>485.54</b>	
109238	06/25/25	1010336	SOUTHLAND MEDICAL LLC	INV137147	100	23100	CORONER	433400	Operating Supplies	1,043.70	CORONER SUPPLIES	
109239	06/25/25	1113516	STANLEY ACCESS TECHNOLOGIES LLC	90019309	100	19100	FACILITIES ADMINISTRATION	443600	Other Professional Services	438.00	SERVICE CALL	
109240	06/25/25	1575890	STRONG CONTRACTORS INC	DC38	240	33215	JUSTICE CNTR FACIL IMPRVMTS	478300	Major Maint. Repair Projects	143,000.00	JUSTICE CENTER ROOF	
109241	06/25/25	1628764	THE RESOURCEFUL EDUCATOR LLC	1024	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	450.00	EARLY CHILDHOOD COUNCIL CONTRACTOR	
				1024	217	861624	EARLY CHILDHOOD COUNCIL PDG	443600	Other Professional Services	2,334.80	EARLY CHILDHOOD COUNCIL CONTRACTOR	
				1023	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	900.00	EARLY CHILDHOOD COUNCIL CONTRACTOR	
				1024	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	202.50	EARLY CHILDHOOD COUNCIL CONTRACTOR	
										<b>Total Payment</b>	<b>3,887.30</b>	

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109242	06/25/25	1041030	TOWN OF CASTLE ROCK	MAY2025 MAY2025	100 100	100 100	GENERAL FUND GENERAL FUND	214501 214502	Due to Castle Rock-MV License Due to Castle Rock-Auto U-Tax <b>Total Payment</b>	21,880.22 834,048.06 <b>855,928.28</b>	MV LICENSE FEES - MAY 2025 MV SALES TAX - MAY 2025
109243	06/25/25	1000947	TOWN OF PARKER	MAY2025 MAY2025	100 100	100 100	GENERAL FUND GENERAL FUND	214505 214513	Due to Parker - Auto Use Tax Due to Parker - MV License <b>Total Payment</b>	445,500.16 16,015.46 <b>461,515.62</b>	MV SALES TAX - MAY 2025 MV LICENSE FEES - MAY 2025
109244	06/25/25	1560859	TRANSPORTATION RESOURCE SERVICES INC	6599	230	800425	DAKAN RD OVER W PLUM CK BR	471300	Right-of-Way-Permanent	856.00	DAKAN RD BRIDGE RIGHT-OF-WAY
109245	06/25/25	1317402	TRINITY SERVICES GROUP INC	3011500185	100	21500	DETENTION	447150	Inmate Meals	16,274.97	INMATE MEALS
109246	06/25/25	1036757	TRIPLE C COMMUNICATIONS INC	208206	100	802040	DOLA BACKCOUNTRY S&R 24-009	474350	Capital Com.SystemsRadio	9,552.00	COMMUNICATION UNITS
109247	06/25/25	1653123	UNIT SOLUTIONS INC	SPY3052	100	21116	REGULATORY TRAINING	433700	Firearm Supplies	9,038.22	FIREARMS
109248	06/25/25	1507267	URIBE, JOSE	070625-071125PERDIEM	221	27375	SRO-STEM SCHOOL	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109249	06/25/25	1597872	VANDERBILT UNIVERSITY MEDICAL CENTER	VDCC5191468	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	121.00	REDCAP PROJECT FEES
109250	06/25/25	1669781	VEOCI INC	3346	100	19275	COUNTY EMERGENCY PREPAREDNESS	444500	Software/Hardware Supp./Maint.	41,591.00	INITIAL AND ANNUAL FEE
109251	06/25/25	1001010	WAL-MART STORES	4000096521	210	210	HUMAN SERVICES	151100	Prepaid Exp.-General	5,750.00	CLIENT ASSISTANCE
109252	06/25/25	1624035	WALKER-SHORT, ELIZABETH	060425-060525 060425-060525PERDIEM	217 217	861457 861457	IMMUNIZATION & VACCINATN CHILD IMMUNIZATION & VACCINATN CHILD	445300 445300	Travel Expense Travel Expense <b>Total Payment</b>	259.00 136.00 <b>395.00</b>	MILEAGE REIMBURSEMENT IMMUNIZATION SUMMIT, GLENWOOD SPRINGS, CO
109253	06/25/25	1550696	WALTER, JARED	070625-071125PERDIEM	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109254	06/25/25	1511627	WARRIOR MINDSET.COM	2025301	295	861350	RMHIDTA TRAINING	443600	Other Professional Services	3,500.00	VIOLENT ENCOUNTERS SEMINAR
109255	06/25/25	1674884	WEBBER, SCOTT M	070625-071125PERDIEM	221	27100	SCHOOL PROGRAM ADMINISTRATION	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
109256	06/25/25	1158768	WESTERN PAPER DISTRIBUTORS	5087234 5187683 5160688 5187684 5185419 5186458	100 100 100 100 100 100	19125 19125 19125 19150 55200 19150	FACILITIES MANAGEMENT FACILITIES MANAGEMENT FACILITIES MANAGEMENT JUSTICE CENTER FACILITY MGMT FAIRGROUND OPERATIONS JUSTICE CENTER FACILITY MGMT	433900 433900 433900 433900 433900 433900	Janitorial Supplies Janitorial Supplies Janitorial Supplies Janitorial Supplies Janitorial Supplies Janitorial Supplies	127.85 393.80 5,755.38 315.04 963.40 1,220.78	JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES
109257	06/25/25	1627800	WESTPHAL, STEPHANIE	050225-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	373.45	MILEAGE REIMBURSEMENT
109258	06/25/25	1165729	WILLIS TOWERS WATSON SOUTHEAST INC	4065097	295	861300	RMHIDTA MGMT & COORDINATION	449300	Liability Insurance	4,297.65	LIABILITY INSURANCE
109259	06/25/25	1553762	ZEPESKI, ZACHARY	070625-071125PERDIEM	220	861611	COMMUNITY RESPONSE TEAM- LEA	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527438	06/24/25	1636047	ADP INC	687588840	100	800900	TECHNOLOGY FUND	444500	Software/Hardware Supp./Maint.	2,752.63	WORKSMART IMPLEMENTATION
527439	06/24/25	1620440	ALLEGIANT MORTUARY TRANSPORT	MAY2025	100	23100	CORONER	443600	Other Professional Services	1,245.00	TRANSPORT SERVICES
527440	06/24/25	1510344	AMERICAN BIOIDENTITY INC	525161	210	44500	CHILD WELFARE	455200	Direct Relief Payments	112.00	MAY 2025 FINGERPRINT SUBMISSION
527441	06/24/25	1675708	ARAPAHOE COUNTY COMMUNITY RESOURCES	1800008348	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	5,241.28	STAFF TRAINING
527442	06/24/25	1676036	AURICH, ROBERT R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	121.83	REGISTRATION REFUNDS

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527443	06/24/25	1580059	AUTOMATED LOGIC CONTRACTING SERVICES	577146	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	145.00	SERVICE CALL - PARKER
527444	06/24/25	1675783	BALL, ALVIN D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	206.61	REGISTRATION REFUNDS
527445	06/24/25	1675788	BLAKE III, ESTILL T & ROSE C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	284.87	REGISTRATION REFUNDS
527446	06/24/25	1675790	BONG, SARA L & RICHARD K	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	184.53	REGISTRATION REFUNDS
527447	06/24/25	1675794	BOWLES, CHRIS	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	301.84	REGISTRATION REFUNDS
527448	06/24/25	1645035	BREWSTER, DENNIS	132	100	807004	HIDDEN MESA TRAILHEAD	433400	Operating Supplies	58.18	EQUIPMENT SUPPLIES REIMBURSEMENT
527449	06/24/25	1063307	CARRIER WEST	50222853	100	19125	FACILITIES MANAGEMENT	436600	Other Repair & Maint. Supplies	96.93	REPAIR SUPPLIES
527450	06/24/25	1675872	CASTANEDA, HENRY D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	749.39	REGISTRATION REFUNDS
527451	06/24/25	1675781	CASTILLO, YORDANO	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	47.66	REGISTRATION REFUNDS
527452	06/24/25	1550272	CASTLE ROCK CHEVROLET BUICK GMC	247886/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	7,555.58	FLEET PARTS
527453	06/24/25	1550273	CASTLE ROCK CHRYSLER DODGE JEEP	247886/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	816.22	FLEET PARTS
527454	06/24/25	1609716	CASTLE ROCK COMPOSTING	202	100	32100	WASTE TRANSFER SITES	450240	Waste Disposal Services	15,029.00	GREEN YARD WASTE
527455	06/24/25	1550270	CASTLE ROCK FORD	247886/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	8,432.57	FLEET PARTS
527456	06/24/25	1046702	CITY OF COLORADO SPRINGS	PD16840	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	500.00	ARMORER SCHOOL
527457	06/24/25	1000234	COLORADO DISTRICT ATTORNEY'S COUNCIL	32474	223	28501	DA 23RD - STATE MANDATED COSTS	443635	Subpoena Services	986.70	SUBPOENAS
527458	06/24/25	1138261	COLORADO PRESERVATION INC	IAD251000	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	5,000.00	INTERNATIONAL ARCH DAY SPONSORSHIP
527459	06/24/25	1674894	COMMUNITY PLAYTHINGS	E6N67	217	861619	TSQJ CSQJ GAE FUNDING	447500	Other Purchased Services	2,115.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
527460	06/24/25	1572061	CONTACT WIRELESS	40950857	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	1,189.89	TEXTING SERVICE
527461	06/24/25	1675789	CONYERS, KEITH W	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	38.88	REGISTRATION REFUNDS
527462	06/24/25	1666610	CORECIVIC INC	B2505000059	100	861061	Community Corrections Alloc.	447500	Other Purchased Services	11,018.95	COMMUNITY CORRECTIONS
				B2505000092	100	861061	Community Corrections Alloc.	447500	Other Purchased Services	2,843.60	COMMUNITY CORRECTIONS
									<b>Total Payment</b>	<b>13,862.55</b>	
527463	06/24/25	1164577	COYLE, DANIEL	070625-071125PERDIEM	221	27475	SRO-CHERRY HILLS CHRISTIAN	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527464	06/24/25	1675678	CRAIG, JOSEPH A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	528.50	REGISTRATION REFUNDS
527465	06/24/25	1675791	DE WET, JOHANNES C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	67.81	REGISTRATION REFUNDS
527466	06/24/25	1641153	DEEP ROOTS CRAFTSMEN	6RTNG	250	807018	SPRING VALLEY	211810	Retainage Payable	(2,476.05)	SPRING VALLEY SCHOOL RESTORATION
				6	250	807018	SPRING VALLEY	472300	Improvements	49,521.05	SPRING VALLEY SCHOOL RESTORATION
									<b>Total Payment</b>	<b>47,045.00</b>	
527467	06/24/25	1628482	DISCOUNT SCHOOL SUPPLY	9728460101	217	861619	TSQJ CSQJ GAE FUNDING	447500	Other Purchased Services	300.87	EARLY CHILDHOOD COUNCIL CONTRACTOR
				9728450101	217	861619	TSQJ CSQJ GAE FUNDING	447500	Other Purchased Services	117.04	EARLY CHILDHOOD COUNCIL CONTRACTOR
									<b>Total Payment</b>	<b>417.91</b>	
527468	06/24/25	1000346	DOUGLAS COUNTY FAIR FOUNDATION	060925	100	14100	ASSESSOR ADMINISTRATION	440200	Newspaper Notices/Advertising	125.00	FAIR & RODEO WINDOW PAINTING
				061025	100	55200	FAIRGROUND OPERATIONS	433200	Office Supplies	165.00	FAIR & RODEO WINDOW PAINTING
				060525	100	11100	OFFICE OF THE BOARD	465400	Community Programs/Sponsorship	190.00	FAIR & RODEO WINDOW PAINTING
									<b>Total Payment</b>	<b>480.00</b>	

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527469	06/24/25	1619454	DOUGLAS COUNTY HEALTHY YOUTH COALITION	053125	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	3,666.20	CONTRACTING SERVICES
527470	06/24/25	1675796	DUKEMAN, JON K & KATHY M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	212.00	REGISTRATION REFUNDS
527471	06/24/25	1000366	E&G TERMINAL INC	120711/053125	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	4,811.27	FLEET PARTS
527472	06/24/25	1534920	ENTERPRISE FM TRUST	614622060525	100	28100	DISTRICT ATTORNEY - 23RD ADMIN	451200	Vehicle & Equip Rent/Lease	5,773.81	VEHICLE LEASES
527473	06/24/25	1633493	EVERDRIVEN TECHNOLOGIES LLC	70621	210	44500	CHILD WELFARE	443600	Other Professional Services	2,495.00	TRANSPORTATION SERVICES
527474	06/24/25	1675889	FAST, GREGORY D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	346.39	REGISTRATION REFUNDS
527475	06/24/25	1000414	FEDEX	888374803	100	18100	IT ADMINISTRATION	439200	Postage & Delivery Svc.	51.51	POSTAGE
527476	06/24/25	1000437	FRANKTOWN ANIMAL CLINIC	770843	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	217.44	VETERINARY SERVICES
				770847	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	29.21	VETERINARY SERVICES
				770848	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	29.21	VETERINARY SERVICES
				770849	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	65.12	VETERINARY SERVICES
				770839	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	186.77	VETERINARY SERVICES
				770841	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	556.56	VETERINARY SERVICES
				770846	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	29.21	VETERINARY SERVICES
				770335	100	802034	COMMUNITY MENTAL HEALTH SFY25	447500	Other Purchased Services	243.99	VETERINARY SERVICES
									<b>Total Payment</b>	<b>1,357.51</b>	
527477	06/24/25	1643954	FRONT RANGE ARBORISTS LLC	65833	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	3,225.00	WILDFIRE MITIGATION PROGRAM
527478	06/24/25	1141795	FRONTIER FERTILIZER & CHEMICAL COMPANY	126675	100	51100	PARK MAINTENANCE	436700	Grounds Keeping Supplies	7,808.40	FERTILIZER
527479	06/24/25	1660357	FRONTIER FIRE PROTECTION LLC	10003857	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	568.00	FIRE ALARM INSPECTIONS
				10003858	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	805.00	FIRE ALARM INSPECTIONS
				10003851	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	1,703.00	FIRE ALARM INSPECTIONS
				10003791	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	18.00	FIRE ALARM INSPECTIONS
				10004120	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	776.00	FIRE ALARM INSPECTIONS
									<b>Total Payment</b>	<b>3,870.00</b>	
527480	06/24/25	1672587	FULLER, KATHERINE L	050225-053025	210	44150	ADULT PROTECTION	445300	Travel Expense	373.03	MILEAGE REIMBURSEMENTS
527481	06/24/25	1675968	GRACE CHAPEL	052325	100	24100	BUILDING DEVELOPMENT SERVICES	342420	Elevator Witness Test	200.00	WITNESS TEST
527482	06/24/25	1675786	GURR, RUSSELL S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	656.57	REGISTRATION REFUNDS
527483	06/24/25	1675752	HRYNIEWICH, ROBERT J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	236.66	REGISTRATION REFUNDS
527484	06/24/25	1565347	IMAGEFIRST	266327770	100	23100	CORONER	443600	Other Professional Services	57.45	LAUNDRY SERVICE
527485	06/24/25	1114048	JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES	052925	210	44500	CHILD WELFARE	443600	Other Professional Services	6,718.82	MAY 2025 COLLAB EXPENSES
				043025	210	44500	CHILD WELFARE	443600	Other Professional Services	7,495.14	APR 2025 COLLAB EXPENSES
				MAY2025/06052025	210	44500	CHILD WELFARE	443600	Other Professional Services	577.87	HOME STUDY SERVICES
									<b>Total Payment</b>	<b>14,791.83</b>	
527486	06/24/25	1001894	KIEWIT INFRASTRUCTURE COMPANY	9100891685	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	10,851.64	PAVING PONDEROSA CIR
527487	06/24/25	1675793	KNAPP, YETTSY J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	848.71	REGISTRATION REFUNDS
527488	06/24/25	1675795	KNUEPPEL, DANIELLE M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	213.41	REGISTRATION REFUNDS
527489	06/24/25	1623093	LAKESHORE LEARNING MATERIALS LLC	90850718	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	111.56	EARLY CHILDHOOD COUNCIL CONTRACTOR
				800125323CR	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	(82.50)	EARLY CHILDHOOD COUNCIL CONTRACTOR
				90850717	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	790.30	EARLY CHILDHOOD COUNCIL CONTRACTOR
									<b>Total Payment</b>	<b>819.36</b>	

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527490	06/24/25	1672573	LANGUAGE LINE SERVICES INC	11623839	223	28001	DA 23RD - DISTRICT MO ALLOC	443640	Interpretation Services	284.54	INTERPRETATION SERVICES
527491	06/24/25	1675787	LUEBBEN, ROBERT E	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,315.49	REGISTRATION REFUNDS
527492	06/24/25	1675755	MANJREKAR, SANTOSH N	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	30.23	REGISTRATION REFUNDS
527493	06/24/25	1675771	MARPLE, HAILEY L	040525	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	40.00	VITAL RECORDS REFUNDS
527494	06/24/25	1675782	MCCLINTOCK, THOMAS & MIRANDA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,157.81	REGISTRATION REFUNDS
527495	06/24/25	1035015	MERIDIAN METROPOLITAN DISTRICT	90009300/060125	100	19180	UNIFIED METROPOLITAN FORENSIC	450230	Water & Sewer	55.62	8555 DOUBLE HELIX CT
527496	06/24/25	1317655	METRO TRANSPORTATION PLANNING & SOLUTIONS GROUP	55966	210	44500	CHILD WELFARE	455200	Direct Relief Payments	119.75	APR 2025 CLIENT TRANSPORTATION
527497	06/24/25	1006580	MULLER ENGINEERING COMPANY INC	40381	230	800434	BROADWAY/HRP INTERSECTION	473100	Roads, St., Drainage-Eng.	6,179.77	BROADWAY & HIGHLANDS RANCH PKWY DESIGN SERVICES
527498	06/24/25	1672324	NAPA AUTO PARTS	15572335/053125	100	19910	FLEET MAINTENANCE	436400	Consumable Tools	114.80	FLEET PARTS
				15572335/053125	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	642.59	FLEET PARTS
				15572337/053125	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	23.12	FLEET PARTS
				15572337/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	2,829.88	FLEET PARTS
				15572335/053125	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	5,350.83	FLEET PARTS
									<b>Total Payment</b>	<b>8,961.22</b>	
527499	06/24/25	1612262	NATIONAL COUNCIL FOR MENTAL WELLBEING	MHFA148259	100	802032	HB22-1281 CI SFY2025	446500	Other Training Services	11,250.00	MENTAL HEALTH FIRST AID COURSES
527500	06/24/25	1657221	NIKITA KING COUNSELING LLC	539	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
				498	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
				520	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
				530	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
				505	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	160.00	COUNSELING SERVICES
									<b>Total Payment</b>	<b>800.00</b>	
527501	06/24/25	1117417	NMS LABS	1276270	100	23100	CORONER	443560	Forensic Testing	3,287.00	TESTING SERVICES
527502	06/24/25	1675888	ONEILL, JOSEPH C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	283.95	REGISTRATION REFUNDS
527503	06/24/25	1025080	ORACLE AMERICA INC	101949679	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	22,632.75	JDE SUPPORT
				101949529	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	2,098.50	LINUX PREMIER SUPPORT
									<b>Total Payment</b>	<b>24,731.25</b>	
527504	06/24/25	1675679	ORCHARD FAMILY REVOCABLE TRUST	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	142.08	REGISTRATION REFUNDS
527505	06/24/25	1675602	PARKER MONTESSORI INC	1001	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	350.24	EARLY CHILDHOOD COUNCIL CONTRACTOR
527506	06/24/25	1000808	PARKER WATER & SANITATION DISTRICT	30009901/060625	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	59.62	9040 TAMMY LN
				30009101/060625	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	59.55	9040 TAMMY LN
				30009801/060625	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	285.55	9040 TAMMY LN
				30003101/060625	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	2,314.58	9040 TAMMY LN
				30009701/060625	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	223.87	9040 TAMMY LN
									<b>Total Payment</b>	<b>2,943.17</b>	
527507	06/24/25	1676033	PARKER, AMY M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	189.66	REGISTRATION REFUNDS
527508	06/24/25	1102323	PARSONS, GARRETT	MV REFUND/061225	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	50.07	REGISTRATION REFUNDS
527509	06/24/25	1660131	PEDALPOINT LIFECYCLE SOLUTIONS	INV12082	275	32500	SOLID WASTE DISPOSAL	450240	Waste Disposal Services	13,327.47	ELECTRONIC RECYCLING
527510	06/24/25	1675870	POONAMS BY DESIGN	061325	100	24100	BUILDING DEVELOPMENT SERVICES	322500	Building Permits	686.26	PERMIT REFUND
527511	06/24/25	1557660	R ADAMS & ASSOCIATES LLC	2/060225	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	9,000.00	DEPARTMENT TRAINING

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				1/060125	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	278.32	DEPARTMENT TRAINING
				1/060125	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	2,072.88	DEPARTMENT TRAINING
									<b>Total Payment</b>	<b>11,351.20</b>	
527512	06/24/25	1636084	RAISE THE FUTURE	SINV103485	210	44500	CHILD WELFARE	443600	Other Professional Services	2,068.33	FOSTER & ADOPT SERVICES
527513	06/24/25	1675798	RANDA, JODI R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	298.46	REGISTRATION REFUNDS
527514	06/24/25	1675662	RHODES, AARON	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	37.68	REGISTRATION REFUNDS
527515	06/24/25	1607217	ROCKY MOUNTAIN HIGH SHOWS	DC001678	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
527516	06/24/25	1675770	SANDOVAL, RICHARD R	060225	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	40.00	VITAL RECORDS REFUND
527517	06/24/25	1675754	SHAO, NAN N	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	236.70	REGISTRATION REFUNDS
527518	06/24/25	1675361	SIGNAL BUSINESS GROUP LLC	PFE250520250266	100	33225	EVOC OPERATIONS	447500	Other Purchased Services	649.00	FLEET EXPO CONFERENCE
527519	06/24/25	1116141	SMITH, KIM	030625-052925	100	16200	PLANNING & ZONING SERVICES	445200	Metro Area Meeting Expense	135.52	MILEAGE REIMBURSEMENT
527520	06/24/25	1604543	SOUTH PARK EMBROIDERY	13552	250	53500	OPEN SPACE	433500	Clothing & Uniforms	77.00	UNIFORM EMBROIDERY
527521	06/24/25	1675785	SPROUT, JEFFREY J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	498.51	REGISTRATION REFUNDS
527522	06/24/25	1026947	STATE OF COLORADO	47242	100	12400	MOTOR VEHICLE	444400	Service Contracts	4,239.51	MAY 2025 SERVICE CONTRACT
				47242	100	12400	MOTOR VEHICLE	439200	Postage & Delivery Svc.	11,701.51	MAY 2025 POSTAGE
									<b>Total Payment</b>	<b>15,941.02</b>	
527523	06/24/25	1675800	STONECIPHER, JAMES	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	149.30	REGISTRATION REFUNDS
527524	06/24/25	1676136	T-MOBILE	DC002509	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	160.00	SECURITY DEPOSIT REFUND
527525	06/24/25	1611931	TRAINING COLLABORATIVE LLC	1024	210	44500	CHILD WELFARE	443600	Other Professional Services	1,000.00	CONSULTING SERVICES
527526	06/24/25	1280442	UNIFIRST CORPORATION	2260170678	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	92.12	UNIFORM SERVICE
				2260170957	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	131.02	UNIFORM SERVICE
									<b>Total Payment</b>	<b>223.14</b>	
527527	06/24/25	1543802	URBAN LABORATORIES LLC	060125	210	44500	CHILD WELFARE	447500	Other Purchased Services	178.20	TESTING MAY 2025
527528	06/24/25	1675753	WALTER, DANIEL P	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	65.24	REGISTRATION REFUNDS
527529	06/24/25	1053906	WIZ-QUIZ DRUG SCREENING SERVICE	691578	210	44500	CHILD WELFARE	447500	Other Purchased Services	70.00	TESTING SERVICES
				692395	210	44500	CHILD WELFARE	447500	Other Purchased Services	105.00	TESTING SERVICES
									<b>Total Payment</b>	<b>175.00</b>	
527530	06/24/25	1001116	XCEL ENERGY	5300112347562/040825	100	19100	FACILITIES ADMINISTRATION	450220	Gas	226.96	9040 TAMMY LANE - SAND & SALT
527531	06/24/25	1420795	ZAMBRANA, CARMEN LUZ	060225	100	12200	RECORDING	445300	Travel Expense	96.60	MILEAGE REIMBURSEMENT
527532	06/24/25	1488986	BRADY, DEREK	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	200.00	2025 FAIR & RODEO JUDGE
527533	06/24/25	1164882	BREWER, PERRY D	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527534	06/24/25	1642237	CABLE-MCKINNEY, BRENDA ANN	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527535	06/24/25	1636158	CAMBLIN, CHELSEE	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Srvs/Fair Show Mgm	7,700.00	2025 FAIR & RODEO PHOTOGRAPHER
527536	06/24/25	1636161	CHILDERS, LEISL CARR	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527537	06/24/25	1167337	COLLINS, JACKIE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	200.00	2025 FAIR & RODEO JUDGE
527538	06/24/25	1675676	COLORADO GOLF CLUB	DV2022347	200	200	ROAD AND BRIDGE	221630	Escrow Payable	4,278.00	ESCROW RELEASE

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527539	06/24/25	1106945	COLORADO STORMWATER COUNCIL	2563	100	30300	STORMWATER MANAGEMENT	446300	Prof. Membership & Licenses	2,176.45	MEMBERSHIP FEES
527540	06/24/25	1072375	COMMERCIAL BUILDING SERVICES INC	DV2023084	200	200	ROAD AND BRIDGE	221630	Escrow Payable	19,896.00	ESCROW RELEASE
527541	06/24/25	1550693	CORBIN, BRIAN R	070625-071125PERDIEM	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527542	06/24/25	1675877	DILK, TAYLOR	DV2023013	200	200	ROAD AND BRIDGE	221630	Escrow Payable	5,000.00	ESCROW RELEASE
527543	06/24/25	1574352	DOMINGUEZ, ERNIE R	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	1,400.00	2025 FAIR & RODEO JUDGE
527544	06/24/25	1163647	EKBERG, GERALD	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527545	06/24/25	1555920	FOOTHILLS DOG AGILITY EQUIPMENT RENTAL	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Srvs/Fair Show Mgm	500.00	2025 FAIR & RODEO ENTERTAINMENT
527546	06/24/25	1190558	FORD, STEVE R	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527547	06/24/25	1675547	GALLAGHER, COLBY D	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527548	06/24/25	1674537	GREEN, EMILY	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	250.00	2025 FAIR & RODEO JUDGE
527549	06/24/25	1286754	HAMILTON, EMILY	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	100.00	2025 FAIR & RODEO JUDGE
527550	06/24/25	1672306	HARRIS, OLIVER	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527551	06/24/25	1675416	HITT, LINDA	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	375.00	2025 FAIR & RODEO JUDGE
527552	06/24/25	1406868	HUBER, JOHN C	060825-061125	100	18100	IT ADMINISTRATION	445300	Travel Expense	235.20	MILEAGE REIMBURSEMENT
527553	06/24/25	1550699	HUFFMAN, JOSEPH	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527554	06/24/25	1488783	JENSEN, SHANNON	070625-071125PERDIEM	221	27425	SRO - BEN FRANKLIN ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527555	06/24/25	1226940	KENNEDY, MICHELE A	060325-060625	100	21200	INVESTIGATIONS	445300	Travel Expense	141.58	MILEAGE REIMBURSEMENT
527556	06/24/25	1165868	KIEFER, FREDDIE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527557	06/24/25	1327109	KLUTH, MICHAEL A	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527558	06/24/25	1516617	KRANIG, TODD	050825-053025	100	18100	IT ADMINISTRATION	445300	Travel Expense	36.54	MILEAGE REIMBURSEMENT
527559	06/24/25	1345143	LAMB, KAREN F	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	100.00	2025 FAIR & RODEO JUDGE
527560	06/24/25	1674661	LANE, KELSEY	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	250.00	2025 FAIR & RODEO JUDGE
527561	06/24/25	1633942	LEE ANDREWS PRODUCTIONS LLC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	7,500.00	2025 FAIR & RODEO ENTERTAINMENT
527562	06/24/25	1393115	MANN, KRISTINA LYNN	060625	100	30200	ENGINEERING	446100	Conference,Seminar, Train Fees	120.00	GRANT WRITING CLASS
527563	06/24/25	1340810	MCGEE, NICOLE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527564	06/24/25	1339098	NELSON, JONI	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527565	06/24/25	1644707	OWENS, ANNA	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	200.00	2025 FAIR & RODEO JUDGE
527566	06/24/25	1168814	PHIPPEN, ANNELIESE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	100.00	2025 FAIR & RODEO JUDGE
527567	06/24/25	1529256	PRATHER, JOY	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE



DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527568	06/24/25	1240822	SAVE THE COWBOY	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Srvs/Fair Show Mgm	875.00	2025 FAIR & RODEO ENTERTAINMENT
527569	06/24/25	1549801	SAWYER, SANDY	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527570	06/24/25	1290752	SHORT, LUKE C	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527571	06/24/25	1675558	SHULER-CORDOVA, ANTHONY R	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527572	06/24/25	1304889	SILICI, FRANK	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527573	06/24/25	1675738	SNELL, KEENAN G	070725-070925PERDIEM	100	19100	FACILITIES ADMINISTRATION	445300	Travel Expense	129.00	BOILER & WATER HEATER TRAINING, NASHVILLE, TN
527574	06/24/25	1567633	STAHL, GREGORY M	070625-071125PERDIEM	221	27250	DCSD ELEMENTARY SRO PROG	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527575	06/24/25	1132989	STANTON, ALAN	051125-051425	220	22100	PATROL-LEA	445300	Travel Expense	187.11	TRAVEL EXPENSES
527576	06/24/25	1290749	VRABEC, JONATHAN	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	150.00	2025 FAIR & RODEO JUDGE
527577	06/24/25	1550692	WALKER, JONATHAN F	070625-071125PERDIEM	221	27325	SRO-SKYVIEW ACADEMY	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
527578	06/24/25	1672305	WARREN, DUSTIN	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	1,000.00	2025 FAIR & RODEO JUDGE
527579	06/24/25	1506015	WEINROTH, MARGARET	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527580	06/24/25	1642938	WENTWORTH, DOUG	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527581	06/24/25	1167471	WORCESTER, COLETTE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527582	06/24/25	1674550	YAMANE, JULIE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	100.00	2025 FAIR & RODEO JUDGE
527583	06/24/25	1261330	MITHUEN, MARK	070625-071125PERDIEM	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	480.00	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS CONFERENCE, DALLAS, TX
Grand Total:										<u>3,986,547.57</u>	

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DOUGLAS COUNTY GOVERNMENT  
Payment Register Report6/16/2025  
14:42:38

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109109	06/13/25	COLORADO DEPARTMENT OF REVENUE	MAY2025/DL	100	100	GENERAL FUND	214518	Due to State -Drivers License	24,812.07	DRIVERS LICENSE - MAY 2025
109110	06/13/25	COLORADO DEPARTMENT OF REVENUE	MAY2025	100	100	GENERAL FUND	214414	Due to State - MV	4,233,920.40	DUE TO STATE MV - MAY 2025
109111	06/17/25	BLACK HILLS ENERGY	2468115937/061025	100	19100	FACILITIES ADMINISTRATION	450220	Gas	105.49	410 FAIRGROUNDS RD
109112	06/17/25	BLACK HILLS ENERGY	0459202297/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	832.82	500 FAIRGROUNDS RD
109113	06/17/25	BLACK HILLS ENERGY	2054737143/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	2,676.91	500 FAIRGROUNDS RD
109114	06/17/25	BLACK HILLS ENERGY	2915708002/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	211.06	301 LEWIS ST
109115	06/17/25	BLACK HILLS ENERGY	3257275256/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	215.59	500 FAIRGROUNDS RD
109116	06/17/25	BLACK HILLS ENERGY	8021071449/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	173.43	500 FAIRGROUNDS RD
109117	06/17/25	BLACK HILLS ENERGY	4504228038/061025	100	55200	FAIRGROUND OPERATIONS	450220	Gas	54.99	301 LEWIS ST
109118	06/17/25	HILL RESEARCH CONSULTANTS	INV2437	100	11600	PUBLIC AFFAIRS	443600	Other Professional Services	16,760.00	2025 CITIZEN SURVEY
109119	06/17/25	JACK CLANCY ASSOCIATES	1575	100	21150	PROFESSIONAL STANDARDS	443600	Other Professional Services	27,500.00	PROMOTIONAL EXAMS
109120	06/17/25	PINERY WATER DISTRICT	3327/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	1,183.60	BAYOU GULCH DOG PARK
			4309/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	1,316.82	BAYOU GULCH REGIONAL FOUNDATION
			4565/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	197.34	BINGHAM LAKE PARK
			2291/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	1,996.82	PINERY PARK
			4623/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	34.14	CHERRY CREEK TRAILHEAD
			4310/060625	100	51100	PARK MAINTENANCE	450230	Water & Sewer	24.46	BAYOU GULCH WATER FOUNTAIN
						<b>Total Payment</b>			<b>4,753.18</b>	
527419	06/13/25	CENTER COPY BOULDER, INC.	70441	100	11100	OFFICE OF THE BOARD	439200	Postage & Delivery Svc.	77,251.46	POSTCARD MAILING
527420	06/16/25	XCEL ENERGY	5300148589423/050525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	4,801.97	FINAL GAS BILL - 9228 PARK MEADOWS DRIVE
527421	06/16/25	XCEL ENERGY	5300112347404/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	820.71	9040 TAMMY LANE - UNIT A
527422	06/16/25	XCEL ENERGY	5300111764383/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	382.25	9040 TAMMY LANE - UNIT D
527423	06/16/25	XCEL ENERGY	5300112347540/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	334.30	9040 TAMMY LANE - UNIT B
527424	06/16/25	XCEL ENERGY	5300112347562/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	103.94	9040 TAMMY LANE - SAND & SALT
527425	06/16/25	XCEL ENERGY	5300119541631/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	182.16	9040 TAMMY LANE - UNIT D
527426	06/16/25	CASTLE ROCK FIRE AND RESCUE	PLRV18465	100	33215	JUSTICE CNTR FACIL IMPRVMTNS	472300	Improvements	212.66	FIRE PERMIT
527427	06/16/25	CLERK OF THE US DISTRICT COURT	6425	223	28001	DA 23RD - DISTRICT MO ALLOC	440100	Printing/Copying/Reports	57.00	CERTIFIED RECORDS
527428	06/16/25	XCEL ENERGY	5389108889/051525	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	179.31	VEHICLE MESSAGE SIGN
527429	06/16/25	XCEL ENERGY	5319329594/060225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,290.38	MAY 2025 STREET LIGHTS
527430	06/16/25	XCEL ENERGY	5319329652/060225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	2,392.77	MAY 2025 SIGNALS
527431	06/16/25	XCEL ENERGY	5320791280/052725	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,113.01	9717 FAIRVIEW PKWY - TRAFFIC LIGHTS

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527432	06/16/25	XCEL ENERGY	5300112347584/060525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	232.88	9040 TAMMY LANE - UNIT E
Grand Total:									4,401,370.74	

## ELECTION JUDGES

## Payment Register Report

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527407	06/12/25	1529216	ADKINS , JEANNE	8870000EJ_JOB_1	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	76.48	2025 SPECIAL ELECTION
527408	06/12/25	1123519	ALEXANDER , ADELE	8870001EJ_JOB_2	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	217.76	2025 SPECIAL ELECTION
527409	06/12/25	1539090	BOCHNER , CLAIRE	8870002EJ_JOB_3	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	287.04	2025 SPECIAL ELECTION
527410	06/12/25	1037337	BRUMMETT , SHERYL	8870003EJ_JOB_4	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	342.08	2025 SPECIAL ELECTION
527411	06/12/25	1631228	CHALFANT , KRISTIN	8870004EJ_JOB_5	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	244.64	2025 SPECIAL ELECTION
527412	06/12/25	1125874	DEMKO DIJULIO , DEBORAH	8870005EJ_JOB_6	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	244.98	2025 SPECIAL ELECTION
527413	06/12/25	1657099	LATIMER , ELLEN	8870006EJ_JOB_7	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.00	2025 SPECIAL ELECTION
527414	06/12/25	1338679	VIGIL , EUGENIA LOU	8870007EJ_JOB_8	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	332.48	2025 SPECIAL ELECTION
527415	06/12/25	1529248	WARREN , DIANA	8870008EJ_JOB_9	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	342.56	2025 SPECIAL ELECTION
527416	06/12/25	1529249	WENGER , COLLEEN	8870009EJ_JOB_10	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	342.40	2025 SPECIAL ELECTION

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527417	06/12/25	1356756	WILSON , LINDA LENORE	8870010EJ_JOB_11	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	76.48	2025 SPECIAL ELECTION
Grand Total:										2,650.90	

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**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Andrew Copland, Director of Finance

**DESCRIPTION:** Approval of Vouchers June 17, 2025

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

Vouchers	\$ 3,203,102.15
Electronic Funds Transfers	\$
Handwritten Checks	\$ 554,058.15
Purchasing Card Charges	\$
Election Judges	\$
<b>TOTAL:</b>	<b>\$ 3,757,160.30</b>

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	6/20/2025
Jeff Garcia	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**  
06.17.25 BOCC

# VOUCHERS

## DOUGLAS COUNTY GOVERNMENT Payment Register Report

6/10/2025  
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Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109007	06/18/25	4 RIVERS EQUIPMENT LLC	1783254	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	725.16	FLEET PARTS
109008	06/18/25	ACACIA KOA CONSULTING LLC	114	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	4,500.00	CONSULTING SERVICES
109009	06/18/25	ACORN PETROLEUM INC	16150IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	15,233.26	FUEL FOR CASTLE ROCK
			17819IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	5,441.01	FUEL FOR HIGHLANDS RANCH SUBSTATION
			16144IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	19,576.99	FUEL FOR CASTLE ROCK
			17825IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,167.88	FUEL FOR TRUMBALL
							<b>Total Payment</b>		<b>41,419.14</b>	
109010	06/18/25	ALSTON, MARSHA	052925	100	19250	YOUTH SERVICES PROGRAM MGMT	447570	Community Outreach	125.22	YOUTH RECEPTION SUPPLIES
109011	06/18/25	BACK 40 ACRES LLC	1747	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	3,611.26	LANDSCAPE REPAIRS
			1748	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	2,407.50	LANDSCAPE REPAIRS
			1746	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	16,050.00	LANDSCAPE REPAIRS
			1749	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	2,407.50	LANDSCAPE REPAIRS
			1750	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	458.00	LANDSCAPE REPAIRS
			1750	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	5,000.00	LANDSCAPE REPAIRS
			1750	200	800503	EMERGENCY STORM DRAINAGE	444700	Other Repair & Maint. Service	427.00	LANDSCAPE REPAIRS
							<b>Total Payment</b>		<b>30,361.26</b>	
109012	06/18/25	BARRETT, JULIE	050825-053025	200	31100	ROAD AND BRIDGE ADMIN	445300	Travel Expense	289.52	MILEAGE REIMBURSEMENT
109013	06/18/25	BLACKHAWK EQUIPMENT COMPANY	P17970IN	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	301.81	FLEET PARTS
109014	06/18/25	BOBCAT OF THE ROCKIES	14285178	200	31400	MAINTENANCE OF CONDITION	451200	Vehicle & Equip Rent/Lease	41,775.00	SKID STEER LEASE
109015	06/18/25	BUCK, SAMANTHA	050125-053025	210	44500	CHILD WELFARE	445300	Travel Expense	322.49	MILEAGE REIMBURSEMENT
			040125-042825	210	44500	CHILD WELFARE	445300	Travel Expense	245.98	MILEAGE REIMBURSEMENT
							<b>Total Payment</b>		<b>568.47</b>	
109016	06/18/25	BUSS, JORDAN	070625-071125	221	27477	SRO - ARMA DEI ACADEMY	445300	Travel Expense	338.05	MILEAGE REIMBURSEMENT
109017	06/18/25	CASTLE ROCK SENIOR CENTER	MMOFMAY25	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ CRSAC	7,000.00	SENIOR TRANSPORTATION GRANT
109018	06/18/25	CASTLEWOOD COMMUNITY PRESCHOOL LLC	052025	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	2,080.18	EARLY CHILDHOOD COUNCIL CONTRACTOR
109019	06/18/25	CCMSI	176211IN	620	19400	UI/WC/DISABILITY SELF-INS.	458400	Workers Compensation Claims	15,932.09	MAY 2025 WC DEDUCTIBLES
109020	06/18/25	CCMSI	169416IN	620	19400	UI/WC/DISABILITY SELF-INS.	449700	Review Fees/Bonds	486.25	MAY 2025 WC ADMIN FEES
109021	06/18/25	CENTER COPY BOULDER, INC.	70275	220	22270	HR DIVISION ADMIN	440100	Printing/Copying/Reports	36.75	BUSINESS CARDS
			70267	220	22100	PATROL-LEA	440100	Printing/Copying/Reports	525.00	BUSINESS CARDS
			70266	100	21125	SUPPORT SERVICES	440100	Printing/Copying/Reports	366.69	NOTE CARDS
			70216	100	15100	FINANCE ADMINISTRATION	433200	Office Supplies	521.48	ENVELOPES
			70220	100	21125	SUPPORT SERVICES	440100	Printing/Copying/Reports	184.80	ENVELOPES
			70214	100	21525	RESTRICTED BOOKING FEES (40%)	440100	Printing/Copying/Reports	1,372.80	MANUALS
							<b>Total Payment</b>		<b>3,007.52</b>	
109022	06/18/25	CENTURY LINK	69677894/052425	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	22.94	MILLER LONG DISTANCE MAY 2025
109023	06/18/25	CHATO'S CONCRETE LLC	CI2025001APP3/2025346	330	33190	OTHER GENERAL GOVT. BLDGS.	478300	Major Maint. Repair Projects	20,000.00	2025 SIDEWALK REPAIR PROGRAM
			CI2025001APP3/2025333	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	880,607.05	2025 SIDEWALK REPAIR PROGRAM
			CI2025001APP3RTNG	200	800100	CONTRACTED MAJOR ROAD MAINT	211810	Retainage Payable	(45,905.35)	2025 SIDEWALK REPAIR PROGRAM
			CI2025001APP3/2025345	100	19150	JUSTICE CENTER FACILITY MGMT	478200	Major Maint. of Assets	17,500.00	2025 SIDEWALK REPAIR PROGRAM
							<b>Total Payment</b>		<b>872,201.70</b>	
109024	06/18/25	CHRYSO INC	IN2502810	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	5,747.28	CONCRETE REPAIR SUPPLIES
109025	06/18/25	CHURCH OF THE ROCK	053125CC	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	3,635.00	MAY 2025 SERVICES

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109026	06/18/25	CITY OF LITTLETON	MAY2025	100	100	GENERAL FUND	214503	Due to Littleton-MV License	699.67	MV LICENSE FEES - MAY 2025
			MAY2025	100	100	GENERAL FUND	214506	Due to Littleton-Auto Use Tax	8,693.54	MV SALES TAX - MAY 2025
								<b>Total Payment</b>	<b>9,393.21</b>	
109027	06/18/25	CITY OF LONE TREE	MAY2025	100	100	GENERAL FUND	214504	Due to Lone Tree-MV License	3,528.54	MV LICENSE FEES - MAY 2025
109028	06/18/25	COLORADO COMMUNITY MEDIA	137110	210	44500	CHILD WELFARE	440200	Newspaper Notices/Advertising	69.12	LEGAL AD, BIDS & SETTLEMENT
			137109	100	11100	OFFICE OF THE BOARD	440200	Newspaper Notices/Advertising	736.05	LEGAL NOTICE BUDGET
								<b>Total Payment</b>	<b>805.17</b>	
109029	06/18/25	COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT	MAY2025	100	100	GENERAL FUND	214406	Due to State-PH Marriage Licen	909.00	MARRIAGE LICENSE FEES - MAY 2025
109030	06/18/25	COLORADO DEPARTMENT OF HUMAN SERVICES	MAY2025	100	100	GENERAL FUND	214411	Due to State-HS Marriage Licen	6,060.00	MARRIAGE LICENSE FEES - MAY 2025
109031	06/18/25	COLORADO DEPARTMENT OF STATE	MAY2025	100	100	GENERAL FUND	214430	Due to State - eRecording	10,600.00	E-RECORDING FEES - MAY 2025
109032	06/18/25	COMPASSCOM SOFTWARE CORPORATION	6686	200	31400	MAINTENANCE OF CONDITION	442400	Telephone/Comm.*AVL	686.11	MONTHLY SATELLITE SUBSCRIPTIONS
109033	06/18/25	CORE ELECTRIC COOPERATIVE	83021003/060425	200	31400	MAINTENANCE OF CONDITION	450210	Electric	94.58	SEDALIA SHOP
109034	06/18/25	CORE ELECTRIC COOPERATIVE	81598201/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	88.49	500 FAIRGROUNDS RD - FG EAST GROUNDS
109035	06/18/25	CORE ELECTRIC COOPERATIVE	81598101/052225	100	55200	FAIRGROUND OPERATIONS	450210	Electric	81.19	500 FAIRGROUNDS RD - FG PAVILION
109036	06/18/25	CORE ELECTRIC COOPERATIVE	81593003/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	427.12	500 FAIRGROUNDS RD - FG SHOP
109037	06/18/25	CORE ELECTRIC COOPERATIVE	21078600/052025	100	19920	FLEET-CAR WASH FACILITY	450210	Electric	619.66	3030 INDUSTRIAL WAY
109038	06/18/25	CORE ELECTRIC COOPERATIVE	20159002/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	746.95	500 FAIRGROUNDS RD - KIRK HALL
109039	06/18/25	CORE ELECTRIC COOPERATIVE	87010703/052025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,659.85	PUBLIC WORKS OPERATION
109040	06/18/25	CORE ELECTRIC COOPERATIVE	22026100/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	461.59	500 FAIRGROUNDS RD - FG PARKING LIGHTS
109041	06/18/25	CORE ELECTRIC COOPERATIVE	21882401/052025	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	34,333.18	4000 JUSTICE WAY
109042	06/18/25	CORE ELECTRIC COOPERATIVE	21882301/052025	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	36,396.51	4000 JUSTICE WAY
109043	06/18/25	CORE ELECTRIC COOPERATIVE	26009300/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	4,916.54	500 FAIRGROUNDS RD - FG INDOOR ARENA
109044	06/18/25	DB CORRELL CONSULTING LLC	06032025	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	180.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			06032025	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	202.50	EARLY CHILDHOOD COUNCIL CONTRACTOR
			060325	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	3,000.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>3,382.50</b>	
109045	06/18/25	DYER-JONES, LARA	052125-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	60.92	CLIENT VISITATION
			052125-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	255.71	MILEAGE REIMBURSEMENT
			052125-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	16.00	CLIENT VISITATION
								<b>Total Payment</b>	<b>332.63</b>	
109046	06/18/25	EAN SERVICES LLC	39075715	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	166.89	TRAINING RENTAL
			39075715	295	861350	RMHIDTA TRAINING	445300	Travel Expense	274.59	TRAINING RENTAL
			39075715	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	158.03	TRAINING RENTAL
								<b>Total Payment</b>	<b>599.51</b>	
109047	06/18/25	ENVIRONMENTAL HAZMAT SERVICES INC	251210	100	30300	STORMWATER MANAGEMENT	443600	Other Professional Services	950.77	2025 ENVIRONMENTAL SPILL REMEDY



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109048	06/18/25	FELSBURG, HOLT AND ULLEVIG	44933	200	800435	PINE DRIVE IMPROVEMENTS	473100	Roads, St., Drainage-Eng.	3,365.00	DESIGN SERVICES - PINE DR/PINE LN
109049	06/18/25	FORVIS MAZARS LLP	2541773	100	802012	AUDIT SERVICES	443150	Acctg & Financial Services	14,048.76	FINANCIAL AUDIT
			2541773	100	802012	AUDIT SERVICES	443150	Acctg & Financial Services	2,511.08	FINANCIAL AUDIT
								<b>Total Payment</b>	<b>16,559.84</b>	
109050	06/18/25	FREESE AND NICHOLS INC	1385908	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	2,175.00	QUEBEC/TIMBERLINE KICKOFF
109051	06/18/25	GADES SALES COMPANY INC	88091IN	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	474370	Traffic Signal Eqpmnt - Engr	5,229.20	TRAFFIC EQUIPMENT
109052	06/18/25	GARCIA, JEFFERY	052225	100	11200	COUNTY ATTORNEY	445300	Travel Expense	39.06	MILEAGE REIMBURSEMENT
109053	06/18/25	GIGI DODSON WHALEN LLC	20	217	861615	CHILD CARE DEVELOPMENT BLOCK G	432100	Contract Work/Temporary Agency	4,300.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
109054	06/18/25	GMCO CORPORATION	CD202512608	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	5,850.00	SOIL STABILIZATION MATERIAL
109055	06/18/25	GRANICUS LLC	205815	100	802009	IT INFRASTRUCTURE	474500	Computer Equipment	132.50	GRANICUS CODING HARDWARE
			205815	100	802009	IT INFRASTRUCTURE	474500	Computer Equipment	4,770.00	GRANICUS CODING HARDWARE
								<b>Total Payment</b>	<b>4,902.50</b>	
109056	06/18/25	GRIFFIN, SIERRA	051425-052825	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	113.33	MILEAGE REIMBURSEMENT
109057	06/18/25	GRIMCO INC	3407161501	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	150.80	PRINTING SUPPLIES
109058	06/18/25	HARMS, ALYSSA	032425-051925	210	44500	CHILD WELFARE	445300	Travel Expense	173.60	MILEAGE REIMBURSEMENT
			032425-051925	210	44500	CHILD WELFARE	445300	Travel Expense	287.70	MILEAGE REIMBURSEMENT
			032425-051925	210	44500	CHILD WELFARE	445300	Travel Expense	84.00	MILEAGE REIMBURSEMENT
								<b>Total Payment</b>	<b>545.30</b>	
109059	06/18/25	HARRIS CORRECTIONS SOLUTIONS INC	HCORCT000138	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	72,765.00	OFFENDER 360 IMPLEMENTATION
			HCORCT000152	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	34,801.00	OFFENDER 360 IMPLEMENTATION
								<b>Total Payment</b>	<b>107,566.00</b>	
109060	06/18/25	HCG CONSTRUCTION	CI2023013APP1RTNG	200	800100	CONTRACTED MAJOR ROAD MAINT	211810	Retainage Payable	(12,977.91)	ROAD MAINTENANCE - PALMER DIVIDE
			CI2023013APP1	200	800100	CONTRACTED MAJOR ROAD MAINT	473200	Road-St Drainage Construction	259,558.27	ROAD MAINTENANCE - PALMER DIVIDE
								<b>Total Payment</b>	<b>246,580.36</b>	
109061	06/18/25	HOLCIM-WCR INC	721085502	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	60,176.25	ROAD BASE PARKER STOCK
			721090929	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	24,089.46	ROAD BASE PARKER STOCK
			721085501	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	2,469.20	ASPHALT FOR PAVING
			721079152	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	1,194.98	CONCRETE SAND
			721090930	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,281.55	ASPHALT FOR PAVING
			721079151	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	2,261.05	ASPHALT FOR PAVING
								<b>Total Payment</b>	<b>93,472.49</b>	
109062	06/18/25	INDIGOLD CONSULTING LLC	1797	100	17200	HR EMPLOYEE AND ORG DEVL	446550	Leadership Academy	8,250.00	LEADERSHIP ACADEMY
109063	06/18/25	INSIGHT PUBLIC SECTOR INC	1101276086	100	18100	IT ADMINISTRATION	444550	Software/Hardware Subscription	5,902.25	MICROSOFT DYNAMICS
			1400664984	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	(4,291.50)	MICROSOFT DYNAMICS
								<b>Total Payment</b>	<b>1,610.75</b>	
109064	06/18/25	INTERPRET SITE LLC	1024	250	53600	HISTORIC RESOURCES	443600	Other Professional Services	5,869.50	REPOSITORY SERVICES
109065	06/18/25	JACOBS ENGINEERING GROUP INC	WXYA4800027	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	473100	Roads, St., Drainage-Eng.	8,628.66	WEST FRONTAGE RD RELOCATION
109066	06/18/25	JON P DICKEY LLC	25DC10	100	24100	BUILDING DEVELOPMENT SERVICES	443600	Other Professional Services	3,855.00	ROOFING SERVICES
109067	06/18/25	JWC ENVIRONMENTAL INC	122347	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	474800	Other Machinery & Equip.	20,284.03	JUSTICE CENTER IMPROVEMENTS
109068	06/18/25	KALIHHER, MEGHAN	050525-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	562.12	MILEAGE REIMBURSEMENT

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109069	06/18/25	KATHERINE NESTER	060325	217	861624	EARLY CHILDHOOD COUNCIL PDG	443600	Other Professional Services	3,019.80	EARLY CHILDHOOD COUNCIL CONTRACTOR
			060325	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	112.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			053125	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	3,300.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			060325	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	432100	Contract Work/Temporary Agency	5,432.22	EARLY CHILDHOOD COUNCIL CONTRACTOR
			060325	217	861615	CHILD CARE DEVELOPMENT BLOCK G	443600	Other Professional Services	3,024.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>14,888.02</b>	
109070	06/18/25	KOSKI, RYAN L	070625-071125	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	338.05	MILEAGE REIMBURSEMENT
109071	06/18/25	KRAEMER NORTH AMERICA LLC	MV REFUND/052325	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	3,391.81	REGISTRATION REFUNDS
109072	06/18/25	LASER TECHNOLOGY INC	052025	220	22150	TRAFFIC SECTION	433400	Operating Supplies	14.50	TRAFFIC SUPPLIES
109073	06/18/25	LEE, MICHAEL	051225-052825	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	525.42	CLIENT VISITATION
			051225-052825	210	44550	CHILD WELFARE ADDTL ALLOCATION	455200	Direct Relief Payments	1.05	CLIENT VISITATION
			051225-052825	210	44550	CHILD WELFARE ADDTL ALLOCATION	455200	Direct Relief Payments	12.67	DIRECT RELIEF PAYMENT
								<b>Total Payment</b>	<b>539.14</b>	
109074	06/18/25	LOUVIERS WATER & SANITATION DISTRICT	26	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Louviere	523,357.01	ARPA WATER TREATMENT PROJECT
109075	06/18/25	LOWE, JAMES E	070625-071125	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	338.05	MILEAGE REIMBURSEMENT
109076	06/18/25	LYNN PEAVEY COMPANY	418311	100	23200	CRIME LAB/EVIDENCE SECTION	433400	Operating Supplies	364.97	CORONER SUPPLIES
109077	06/18/25	MAES, KIRA	050225-052925	210	44500	CHILD WELFARE	445300	Travel Expense	319.27	MILEAGE REIMBURSEMENT
109078	06/18/25	MANNA RESOURCE CENTER	MMOFMAY25	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ MANNA RESOURCE	88.17	MAY 2025 SERVICES
109079	06/18/25	MCLAUGHLIN COUNSELING	PTCOURT108	210	44500	CHILD WELFARE	443200	Legal Services	2,125.00	TESTIMONY SERVICES
			DMCOURT109	210	44500	CHILD WELFARE	443200	Legal Services	887.50	TESTIMONY SERVICES
								<b>Total Payment</b>	<b>3,012.50</b>	
109080	06/18/25	MOUNTAIN VIEW TENT COMPANY	725002/060425	100	55250	COUNTY FAIR	444300	Equip Rental/Fair Livestk Sale	4,491.00	2025 FAIR RENTALS
			725011/060425	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	3,771.00	2025 FAIR RENTALS
			725010/060425	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	5,994.00	2025 FAIR RENTALS
			725001/060425	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Rodeo	3,636.00	2025 FAIR RENTALS
								<b>Total Payment</b>	<b>17,892.00</b>	
109081	06/18/25	OLSSON INC	538079	230	800267	WATERTON ROAD	473100	Roads, St., Drainage-Eng.	10,037.49	WATERTON-EAGLE RIVER ROUNDABOUT
109082	06/18/25	OUTPUT SERVICES INC	P3425	100	12400	MOTOR VEHICLE	439200	Postage & Delivery Svc.	7,500.00	POSTAGE
109083	06/18/25	PEAK OFFICE FURNITURE INC	74740	100	33190	OTHER GENERAL GOVT. BLDGS.	474400	Furniture & Office Equipment	3,175.60	OFFICE FURNITURE
109084	06/18/25	PSYCHOLOGICAL DIMENSIONS LLC	9291	100	21155	HIRING	447900	Recruitment Costs	8,100.00	PRE-EMPLOYMENT TESTING
109085	06/18/25	RESPEC CONSULTING & SERVICES	INV04250757	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	1,796.25	PINERY LAKESHORE PLANS
109086	06/18/25	RG LANDSCAPING SERVICES LLC	759	200	800100	CONTRACTED MAJOR ROAD MAINT	444700	Other Repair & Maint. Service	17,100.00	LANDSCAPING SERVICES
			757	200	800100	CONTRACTED MAJOR ROAD MAINT	444700	Other Repair & Maint. Service	8,000.00	LANDSCAPING SERVICES
								<b>Total Payment</b>	<b>25,100.00</b>	
109087	06/18/25	ROBERT HALF TECHNOLOGY	65038641	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	3,529.44	TEMPORARY POSITION - BUDGET
109088	06/18/25	ROBERTSON, CLINTON	070625-071125	221	27150	SCHOOL RESOURCE OFFICERS	445300	Travel Expense	338.05	MILEAGE REIMBURSEMENT
109089	06/18/25	ROCKSOL CONSULTING GROUP INC	518895	230	800425	DAKAN RD OVER W PLUM CK BR	473100	Roads, St., Drainage-Eng.	214.76	DESIGN SERVICES - DAKAN RD BRIDGE
109090	06/18/25	RODRIGUEZ, VIKTORIA	050525	217	861451	WIC - WOMEN, INFANT, CHILDREN	445300	Travel Expense	17.85	MILEAGE REIMBURSEMENT

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109091	06/18/25	RONCAGLIA, KATHLEEN	050825-053025	210	44150	ADULT PROTECTION	445300	Travel Expense	188.30	MILEAGE REIMBURSEMENT
109092	06/18/25	SANDOVAL ELEVATOR COMPANY LLC	11355	240	33215	JUSTICE CNTR FACIL IMPRVMTS	478200	Major Maint. of Assets	65,625.00	JUSTICE CENTER ELEVATORS
109093	06/18/25	SHILOH HOUSE	52003200425DOUG	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	6,526.80	PROFESSIONAL SERVICES
			52003200425DOUG	210	44500	CHILD WELFARE	443600	Other Professional Services	32,634.00	APR 2025 BED GUARANTEE
								<b>Total Payment</b>	<b>39,160.80</b>	
109094	06/18/25	SHUMS CODA ASSOCIATES	19186	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	202.50	ELEVATOR PLAN REVIEW
109095	06/18/25	TERUMO BCT INC	2025REBATE	100	65500	ECONOMIC DEVELOPMENT SERVICES	453250	BPPT Rebate	224,767.47	2024 BUSINESS TAX REBATE
109096	06/18/25	TFOG WHEELSPORTS LLC	36422	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	237.53	TIRES
109097	06/18/25	TOWN OF LARKSPUR	MAY2025	100	100	GENERAL FUND	214512	Due to Larkspur-MV License	67.55	MV LICENSE FEES - MAY 2025
109098	06/18/25	TRIAH ENGINEERING LLC	D25T15001	240	33215	JUSTICE CNTR FACIL IMPRVMTS	472100	Construction	920.50	JUSTICE CENTER INSPECTIONS
109099	06/18/25	TRINITY SERVICES GROUP INC	3011500184	100	21500	DETENTION	447150	Inmate Meals	16,831.74	INMATE MEALS
109100	06/18/25	UMB BANK	COM101410/053125	220	822150	FALSE ALARM REDUCTION PROGRAM	443550	Banking Service Fees	743.07	MAY 2025 LOCKBOX FEES
109101	06/18/25	VANCE BROTHERS LLC	AC00091789	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	3,050.00	FLEET PARTS
			AC00091809	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	163.00	FLEET PARTS
			AC00091790	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	301.21	FLEET PARTS
								<b>Total Payment</b>	<b>3,514.21</b>	
109102	06/18/25	WALTER, JARED	070625-071125	221	27200	DCSD MIDDLE SCHOOL SRO PROGRAM	445300	Travel Expense	338.05	MILEAGE REIMBURSEMENT
109103	06/18/25	WESTERN PAPER DISTRIBUTORS	5181777	100	19125	FACILITIES MANAGEMENT	433900	Janitorial Supplies	4,849.05	JANITORIAL SUPPLIES
109104	06/18/25	WESTON, GARY L	050325-052925	296	861577	ARPA-REVENUE REPLACEMENT	443600	Other Professional Services	975.00	MAY 2025 VSO STIPEND
109105	06/18/25	WESTSIDE TOWING	25151820	220	22100	PATROL-LEA	444600	Vehicle Tow Services	279.78	TOWING SERVICES
109106	06/18/25	WICHT, JEREMY	060425	295	861350	RMHIDTA TRAINING	445300	Travel Expense	436.27	FENTANYL MEETING, SALT LAKE, UT
109107	06/18/25	WILSON & COMPANY INC	135546	230	800269	COUNTY LINE RD/I-25 OPERAT IMP	443600	Other Professional Services	15,063.75	DESIGN SERVICES - COUNTYLINE/INVERNESS
109108	06/18/25	WOOD, ANDREA	1007	100	802034	COMMUNITY MENTAL HEALTH SFY25	443600	Other Professional Services	4,147.00	APR 2025 CLINICAL ADVISOR
527336	06/17/25	ADAMS, JOHN	050825-052625	100	55250	COUNTY FAIR	445300	Travel Exp/Fair Rodeo	535.50	MILEAGE REIMBURSEMENT
527337	06/17/25	ALKU TECHNOLOGIES LLC	601848	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	2,465.00	TECHNOLOGY CONSULTANTS
527338	06/17/25	BARE, JEANETTE	030625-060425	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	155.93	MILEAGE REIMBURSEMENT
527339	06/17/25	CARMEN, KEVIN L	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	368.72	REGISTRATION REFUNDS
527340	06/17/25	CENTRIFUGE TRAINING SOLUTIONS	4111	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	12,000.00	VEHICLE IN TRANSIT TRAINING CLASS TUITION
527341	06/17/25	CENTURY LINK	333812324/060125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	23,056.52	JUN 2025 MILLER CIRCUITS
527342	06/17/25	COLORADO EARLY CHILDHOOD CONSULTING LLC	1181	217	861618	E&E GAE FUNDING	443600	Other Professional Services	500.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			1180	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	135.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			1179	217	861618	E&E GAE FUNDING	443600	Other Professional Services	3,000.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			1180	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	135.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>3,770.00</b>	

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527343	06/17/25	COLORADO PAINT COMPANY	90072402	200	31600	ENG - TRAFFIC SIGNS/STRIPING	448500	Paint & Road Striping	37,044.00	WHITE TRAFFIC PAINT
			90072401	200	31600	ENG - TRAFFIC SIGNS/STRIPING	448500	Paint & Road Striping	37,200.00	YELLOW TRAFFIC PAINT
								<b>Total Payment</b>	<b>74,244.00</b>	
527344	06/17/25	COLORADO PUBLIC HEALTH ASSOCIATION	200001227	217	861057	TPEP - TOBACCO PREV & ED PROG	446100	Conference,Seminar, Train Fees	569.00	PUBLIC HEALTH IN THE ROCKIES CONFERENCE
527345	06/17/25	COLORADO STATE UNIVERSITY EXTENSION	CY251STQTR	100	55100	EXTENSION	447500	Other Purchased Services	130,416.16	Q2 2025 CSU EXTENSION PROGRAM
527346	06/17/25	COVA TREE	24921	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	5,985.00	WILDFIRE MITIGATION PROGRAM
			25210	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	2,375.00	WILDFIRE MITIGATION PROGRAM
			24939	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	2,400.00	WILDFIRE MITIGATION PROGRAM
								<b>Total Payment</b>	<b>10,760.00</b>	
527347	06/17/25	DENVER HEALTH & HOSPITAL AUTHORITY	G112108	217	46200	EMERGENCY PREP/DISEASE CONTROL	443600	Other Professional Services	4,478.50	MEDICAL SERVICES
527348	06/17/25	DIAMOND CLEANING LLC	3576	100	100	GENERAL FUND	211400	A/P - General	1,139.00	CLEANING SERVICES
527349	06/17/25	DISCOUNT SCHOOL SUPPLY	9678240101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	493.47	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9678510101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	327.66	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9678200101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	489.34	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>1,310.47</b>	
527350	06/17/25	DMC WEAR PARTS LLC	4504	200	31400	MAINTENANCE OF CONDITION	436200	Equip. & Motor Vehicle Parts	7,467.89	MOTOR GRADER BITS
527351	06/17/25	DOUGLAS COUNTY SCHOOL DISTRICT	051925	223	28014	DA 23RD - DISTRICT JD ALLOC	342365	Juvenile Diversion Service Fee	60.00	RESTITUTION
527352	06/17/25	DOUGLAS COUNTY SHERIFFS OFFICE	2686	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	21.00	PROCESS SERVER FEE
			2687	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	13.50	PROCESS SERVER FEE
			2688	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	11.00	PROCESS SERVER FEE
								<b>Total Payment</b>	<b>45.50</b>	
527353	06/17/25	DTG TAGGED OUT	DC002506	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	2.50	SECURITY DEPOSIT REFUND
527354	06/17/25	ECKHARDT, MAKBULE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	324.55	REGISTRATION REFUNDS
527355	06/17/25	ELIME TECHNOLOGY	1387	100	802034	COMMUNITY MENTAL HEALTH SFY25	447500	Other Purchased Services	2,500.00	COLORADO CO-RESPONDER WEBSITE DEVELOPMENT
527356	06/17/25	ENCOMPASS PRESCHOOL	051925	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	1,570.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
527357	06/17/25	FRANKTOWN ANIMAL CLINIC	770331	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	35.91	VETERINARY SERVICES
527358	06/17/25	FRONTIER FIRE PROTECTION LLC	10003526	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	6.00	EXTINGUISHER INSPECTION
			10003527	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	2,084.00	EXTINGUISHER INSPECTION
								<b>Total Payment</b>	<b>2,090.00</b>	
527359	06/17/25	FULLERTON IV, JAMES G	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	79.89	REGISTRATION FEES
527360	06/17/25	GUNTER, JAMES J	042225	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	59.00	VITAL RECORDS REFUND
527361	06/17/25	GUNTERMANN, MEGAN	DC002503	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
527362	06/17/25	GUZMAN, CRISTIAN	DC002356	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
527363	06/17/25	IMAGEFIRST	266288092	100	23100	CORONER	443600	Other Professional Services	57.45	LAUNDRY SERVICE
527364	06/17/25	JENKS, JESSIE E	043025	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	53.00	VITAL RECORDS REFUND
527365	06/17/25	KECK, HELEN A	042825	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	20.00	VITAL RECORDS REFUND

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527366	06/17/25	LAKESHORE LEARNING MATERIALS LLC	90862273	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	991.32	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90862272	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	978.29	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>1,969.61</b>	
527367	06/17/25	MIND GYM NEUROFEEDBACK LLC	042525-051225	100	861060	FINES Committee Grant	443600	Other Professional Services	2,400.00	THERAPY SERVICES
527368	06/17/25	MONTESSORI SCHOOL OF CASTLE ROCK	1234	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	1,312.38	EARLY CHILDHOOD COUNCIL CONTRACTOR
527369	06/17/25	PERRY PARK WATER & SANITATION DISTRICT	052925	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	5,954.00	BULK WATER ROAD MAINTENANCE
527370	06/17/25	PHETNONGPHAY, KYRA	DCYIAWARDS2025	100	19250	YOUTH SERVICES PROGRAM MGMT	447570	Community Outreach	500.00	2025 DOUGLAS COUNTY YOUTH INITIATIVE AWARDS
527371	06/17/25	REVENUE MATTERS LLC	13507	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	447500	Other Purchased Services	1,500.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
527372	06/17/25	RMTS INC	20250519	100	51100	PARK MAINTENANCE	436700	Grounds Keeping Supplies	2,550.00	LANDSCAPING SUPPLIES
527373	06/17/25	ROSALES, ANGELA M	052225	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	525.12	EARLY CHILDHOOD COUNCIL CONTRACTOR
527374	06/17/25	ROXBOROUGH WATER & SANITATION DISTRICT	7130848/052325	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	139.25	8500 MOORE RD
527375	06/17/25	SAVIO HOUSE	45808SAP	210	44500	CHILD WELFARE	443600	Other Professional Services	24,293.00	MAY 2025 SAVIO MULTI COUNTY ASSESSMENT
527376	06/17/25	SCHWEIGHARDT, CHRISTOPHER S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,036.92	REGISTRATION REFUNDS
527377	06/17/25	THE HUDSON FIRM LLC	500	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	10,125.00	PUBLIC RELATIONS SERVICES
527378	06/17/25	THE INTERIM LLC	1036	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	29.50	EXPERT SERVICES
			1039	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	88.50	EXPERT SERVICES
								<b>Total Payment</b>	<b>118.00</b>	
527379	06/17/25	UNIFIRST CORPORATION	2260169302	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	131.02	UNIFORM SERVICE
			2260169496	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	49.33	UNIFORM SERVICE
								<b>Total Payment</b>	<b>180.35</b>	
527380	06/17/25	WATERWAY CARWASH	8823573	100	802014	MENTAL HEALTH INITIATIVE	449057	Fleet Outside Repairs	20.00	APR 2025 CAR WASHES
			8823573	100	800540	K-9 UNIT	449057	Fleet Outside Repairs	10.00	APR 2025 CAR WASHES
			8823573	100	22270	HR DIVISION ADMIN	449057	Fleet Outside Repairs	10.00	APR 2025 CAR WASHES
			8823573	100	21100	SHERIFF ADMINISTRATION	449057	Fleet Outside Repairs	101.50	APR 2025 CAR WASHES
			8823573	100	22150	TRAFFIC SECTION	449057	Fleet Outside Repairs	30.00	APR 2025 CAR WASHES
			8823573	100	23200	CRIME LAB/EVIDENCE SECTION	449057	Fleet Outside Repairs	40.00	APR 2025 CAR WASHES
			8823573	100	22650	RESERVE PROGRAM	449057	Fleet Outside Repairs	5.75	APR 2025 CAR WASHES
			8823573	100	27150	SCHOOL RESOURCE OFFICERS	449057	Fleet Outside Repairs	113.00	APR 2025 CAR WASHES
			8823573	100	23350	SPECIAL INVESTIGATIONS SECTION	449057	Fleet Outside Repairs	30.00	APR 2025 CAR WASHES
			8823573	100	22100	PATROL-LEA	449057	Fleet Outside Repairs	110.00	APR 2025 CAR WASHES
			8823573	100	22500	IMPACT UNIT/LEA	449057	Fleet Outside Repairs	45.75	APR 2025 CAR WASHES
			8823573	100	21350	TECHNOLOGY SECTION	449057	Fleet Outside Repairs	30.00	APR 2025 CAR WASHES
								<b>Total Payment</b>	<b>546.00</b>	
527381	06/17/25	WHITMORE, MARK & LISA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	21.88	REGISTRATION REFUNDS
527382	06/17/25	WORD OF LIFE CHRISTIAN CENTER	MAY2025	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	1,996.33	EARLY CHILDHOOD COUNCIL CONTRACTOR
527383	06/17/25	CAPTAIN TALL TALE LLC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	4,000.00	2025 FAIR ENTERTAINMENT
527384	06/17/25	DAVID, KENYA	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	1,000.00	2025 FAIR ENTERTAINMENT

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527385	06/17/25	FRANKTOWN DEVELOPMENT COMPANY LLC	DV2020197	200	200	ROAD AND BRIDGE	221630	Escrow Payable	96,460.00	ESCROW RELEASE
527386	06/17/25	FUSION TALENT GROUP	2025FAIR2	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	8,800.00	2025 FAIR ENTERTAINMENT
			2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	10,000.00	2025 FAIR ENTERTAINMENT
								<b>Total Payment</b>	<b>18,800.00</b>	
527387	06/17/25	GOODWIN JR, JEFFREY T	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	1,000.00	2025 FAIR ENTERTAINMENT
527388	06/17/25	HARRIS, WILLIAM FARRELL	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	4,500.00	2025 FAIR ENTERTAINMENT
527389	06/17/25	JEFFREY ALAN BAND	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	2,000.00	2025 FAIR ENTERTAINMENT
527390	06/17/25	KODIAK RANCH LLC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	6,000.00	2025 FAIR ENTERTAINMENT
527391	06/17/25	LEAP OF FAITH PETTING FARM	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	2,000.00	2025 FAIR ENTERTAINMENT
527392	06/17/25	MUNSICK, TRISTRAM RUSSELL	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	5,500.00	2025 FAIR ENTERTAINMENT
527393	06/17/25	PHILLIPS, SARAH	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	3,000.00	2025 FAIR ENTERTAINMENT
527394	06/17/25	RENEGADE	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	1,500.00	2025 FAIR ENTERTAINMENT
527395	06/17/25	ROGERS, PAUL	062225-062525PERDIEM	220	22100	PATROL-LEA	445300	Travel Expense	232.00	FORCE ENCOUNTERS ANALYSIS TRAINING, FT COLLINS, CO
527396	06/17/25	ROGERSON, JARED	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	3,000.00	2025 FAIR ENTERTAINMENT
527397	06/17/25	ROUGH CUT RECORDS LLC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	2,000.00	2025 FAIR ENTERTAINMENT
527398	06/17/25	SILVERADO RANCH	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	300.00	2025 FAIR ENTERTAINMENT
527399	06/17/25	SIMPLY SMILES LIMITED	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	9,460.00	2025 FAIR ENTERTAINMENT
527400	06/17/25	SOUTHWEST DAIRY MUSEUM INC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	6,500.00	2025 FAIR ENTERTAINMENT
527401	06/17/25	TRES AMIGOS STEER ROPING	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	4,950.00	2025 FAIR ENTERTAINMENT
527402	06/17/25	WARD ELECTRIC COMPANY INC	DV2025016	200	200	ROAD AND BRIDGE	221630	Escrow Payable	2,500.00	ESCROW RELEASE
527403	06/17/25	WELZ, DUSTIN	102019143	100	24100	BUILDING DEVELOPMENT SERVICES	446300	Prof. Membership & Licenses	305.00	INTERNATIONAL CODE COUNCIL EXAM
			102018971	100	24100	BUILDING DEVELOPMENT SERVICES	446300	Prof. Membership & Licenses	305.00	INTERNATIONAL CODE COUNCIL EXAM
								<b>Total Payment</b>	<b>610.00</b>	
527404	06/17/25	WILD WEST WAGON COMPANY	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	500.00	2025 FAIR ENTERTAINMENT
527405	06/17/25	WIREWOOD STATION	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	1,825.00	2025 FAIR ENTERTAINMENT
527406	06/17/25	PARKER WATER & SANITATION DISTRICT	99017001/050825	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	63.69	BULK WATER ROAD MAINTENANCE
<b>Grand Total:</b>									<b>3,203,102.15</b>	

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108994	06/10/25	BLACK HILLS ENERGY	3383073735/052325	100	19150	JUSTICE CENTER FACILITY MGMT	450220	Gas	16,595.37	4000 JUSTICE WAY
108995	06/10/25	CENTER COPY BOULDER, INC.	69707	223	28001	DA 23RD - DISTRICT MO ALLOC	440100	Printing/Copying/Reports	1,407.96	BROCHURES
108996	06/10/25	DEVELOPMENTAL PATHWAYS INC	MAY2025	215	45100	DEVELOPMENTAL DISABILITIES-ADM	443600	Other Professional Services	444,718.93	MILL LEVY DISTRIBUTION FOR MAY 2025
108997	06/10/25	LOSE DESIGN	20250503	245	850902	Trailhead Plan & Construction	443600	Other Professional Services	3,528.00	PROJECT SERVICES AND DESIGN
109004	06/30/25	SEDAM, PENNY	060125-063025	295	861300	RMHIDTA MGMT & COORDINATION	443600	Other Professional Services	13,972.33	JUL 2025 COMPENSATION
109005	06/30/25	WEIS, KEITH	JUNE2025	295	861300	RMHIDTA MGMT & COORDINATION	445100	Employee Auto Allowance	750.00	JUL 2025 AUTO
			060125-063025	295	861300	RMHIDTA MGMT & COORDINATION	443600	Other Professional Services	17,756.08	JUL 2025 COMPENSATION
								<b>Total Payment</b>	<b>18,506.08</b>	
109006	07/01/25	DEPAUL INVERNESS LLC	JULY 2025/ INTEL	295	861305	RMHIDTA INTELLIGENCE	451100	Building/Land Lease/Rent	6,150.70	JUL 2025 INTEL LEASE
			JULY 2025/ADMIN	295	861300	RMHIDTA MGMT & COORDINATION	454225	Lease Principal	2,733.53	JUL 2025 ADMIN LEASE
			JULY 2025/TRNG	295	861350	RMHIDTA TRAINING	454225	Lease Principal	4,783.44	JUL 2025 TRAINING LEASE
								<b>Total Payment</b>	<b>13,667.67</b>	
527323	06/09/25	HOOD, KYLEE	052825	223	28501	DA 23RD - STATE MANDATED COSTS	433991	Witness Substance-State Mandat	60.00	WITNESS REIMBURSEMENT
			052825	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	375.20	WITNESS REIMBURSEMENT
								<b>Total Payment</b>	<b>435.20</b>	
527324	06/09/25	MARUCCO, STODDARD, FERENBACH & WALSH INC	8097	100	11900	CENTRAL SERVICES	443600	Other Professional Services	4,700.00	MAR 2025 ACCESSIBILITY TRAINING
			8122	100	11900	CENTRAL SERVICES	443600	Other Professional Services	990.00	MAR 2025 ACCESSIBILITY TRAINING
								<b>Total Payment</b>	<b>5,690.00</b>	
527325	06/09/25	O'KEEFE, MARTIN	053025	223	28501	DA 23RD - STATE MANDATED COSTS	433991	Witness Substance-State Mandat	40.00	WITNESS REIMBURSEMENT
			053025	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	385.00	WITNESS REIMBURSEMENT
								<b>Total Payment</b>	<b>425.00</b>	
527326	06/09/25	SCHRAMM, SANDRA A	41725	223	28001	DA 23RD - DISTRICT MO ALLOC	433992	Witness Expense	590.40	SPECIAL PROCEEDINGS TRANSCRIPT
527327	06/09/25	XCEL ENERGY	5340380672/053025	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,288.75	9250 HERITAGE HILLS CIR - ELECTRIC
			5340380672/053025	100	19100	FACILITIES ADMINISTRATION	450220	Gas	633.76	9250 HERITAGE HILLS CIR - GAS
								<b>Total Payment</b>	<b>4,922.51</b>	
527328	06/09/25	NEBRASKA DEPARTMENT OF MOTOR VEHICLES	051325	223	28001	DA 23RD - DISTRICT MO ALLOC	440100	Printing/Copying/Reports	7.50	RECORDS REQUEST
527328	06/09/25	NEBRASKA DEPARTMENT OF MOTOR VEHICLES	060225	223	28001	DA 23RD - DISTRICT MO ALLOC	440100	Printing/Copying/Reports	7.50	RECORDS REQUEST
								<b>Total Payment</b>	<b>15.00</b>	
527329	06/09/25	PLUM CREEK GOLF CLUB	61125SCEMPL	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	9,560.00	GOLF TOURNAMENT
527330	06/09/25	XCEL ENERGY	5397826603/052125	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450210	Electric	6,396.94	9250 ZOTOS DR - ELECTRIC
			5397826603/052125	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450220	Gas	2,312.09	9250 ZOTOS DR - GAS
								<b>Total Payment</b>	<b>8,709.03</b>	
527331	06/09/25	XCEL ENERGY	5300151499670/042125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	548.26	3185 PLAZA DR
527335	06/09/25	STONEGATE VILLAGE METROPOLITAN DISTRICT	7816/053125	100	51100	PARK MAINTENANCE	450230	Water & Sewer	259.52	CHALLENGER PARK - RECREATION CENTER IRRIGATION
			5053/053125	100	51100	PARK MAINTENANCE	450230	Water & Sewer	10,506.89	CHALLENGER PARK - SOFTBALL FIELD IRRIGATION
								<b>Total Payment</b>	<b>10,766.41</b>	
								<b>Grand Total:</b>	<b>554,058.15</b>	

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Dan Dertz, Director

**DESCRIPTION:** Louviers Water and Sanitation Utility Easement on Dupont Open Space.

**SUMMARY:** Staff is requesting the approval of a permanent public utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Overwater & Sanitation District. The purpose of the easement agreement is to allow Overwater & Sanitation District the ability to provide necessary underground water and sanitation services to the residents of Louviers. The approval of the new easement agreement is necessary as existing current utility easements in this area are overcrowded with existing infrastructure. The Conservation Easement allows for these underground services, with the approval of Douglas Land Conservancy (DLC).

**RECOMMENDED  
ACTION:** Enter Recommendation Here. Staff is requesting approval of a utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water and Sanitation District.

**REVIEW:**

Dan Dertz	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Scott McEldowney - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

2025.06.24 Dupont North Utility Easement Agenda Packet



# Agenda Item

**Date:** June 24, 2025  
**To:** Douglas County Board of County Commissioners  
**Through:** Douglas J. DeBord, County Manager  
**From:** Dan Dertz, Director Open Space and Natural Resources  
Scott McEldowney, Asst. Director OSNR  
**Subject:** Louviers Water and Sanitation Utility Easement on Dupont Open Space

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## **I. EXECUTIVE SUMMARY**

Staff is requesting the approval of a permanent public utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water & Sanitation District. The purpose of the easement agreement is to allow Louviers Water & Sanitation District the ability to provide necessary underground water and sanitation services to the residents of Louviers. The approval of the new easement agreement is necessary as existing current utility easements in this area are overcrowded with existing infrastructure. The Conservation Easement allows for these underground services, with the approval of Douglas Land Conservancy (DLC).

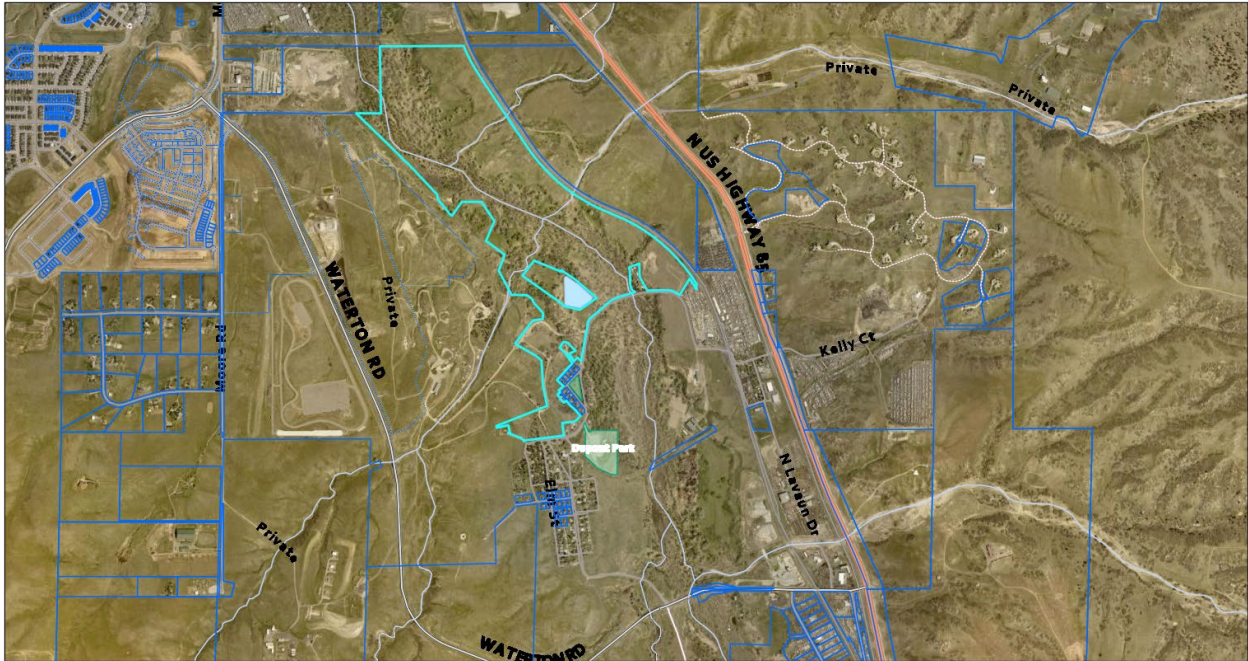
## **II. PROJECT OVERVIEW**

### **A. Request**

Staff is requesting approval of a utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water and Sanitation District.

### **B. Location**

DuPont North Open Space is located to the north of the Louviers community. The property is approximately 264 acres.



\*Picture shows subject parcel area within Louviers

### III. **BACKGROUND**

The public services in Louviers are in need of replacement, as they are very old and rapidly deteriorating. TST infrastructure is working with the LWSD to improve water quality and delivery. Staff worked with TST to determine best locations for underground utilities to meet their needs and cause least disturbance to protected landscape.

COSAC unanimously voted to recommend approval of the utility easement and associated work on April 3, 2025.

The Douglas Land Conservancy Board of Directors, as the holder of the Conservation Easement for the property referenced, approved the utility easement and associated work on May 2, 2025.

### IV. **PUBLIC NOTICE**

The 10-day published notice requirement as described in the 2022 Open Space Sales Tax Resolution was achieved on June 12, 2025.

### V. **RECOMMENDED ACTION**

It is staff's recommendation that the easement agreement between Douglas County and Louviers Water & Sanitation may be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

**Objective OS 2H**

Design facilities to balance future community needs with protection of conservation values.

**Objective OS 4C**

Work with government and partner agencies to achieve mutual open space goals through cooperative acquisition, planning, development and management of open space.

**ATTACHMENTS**

Conservation Easement Exhibit

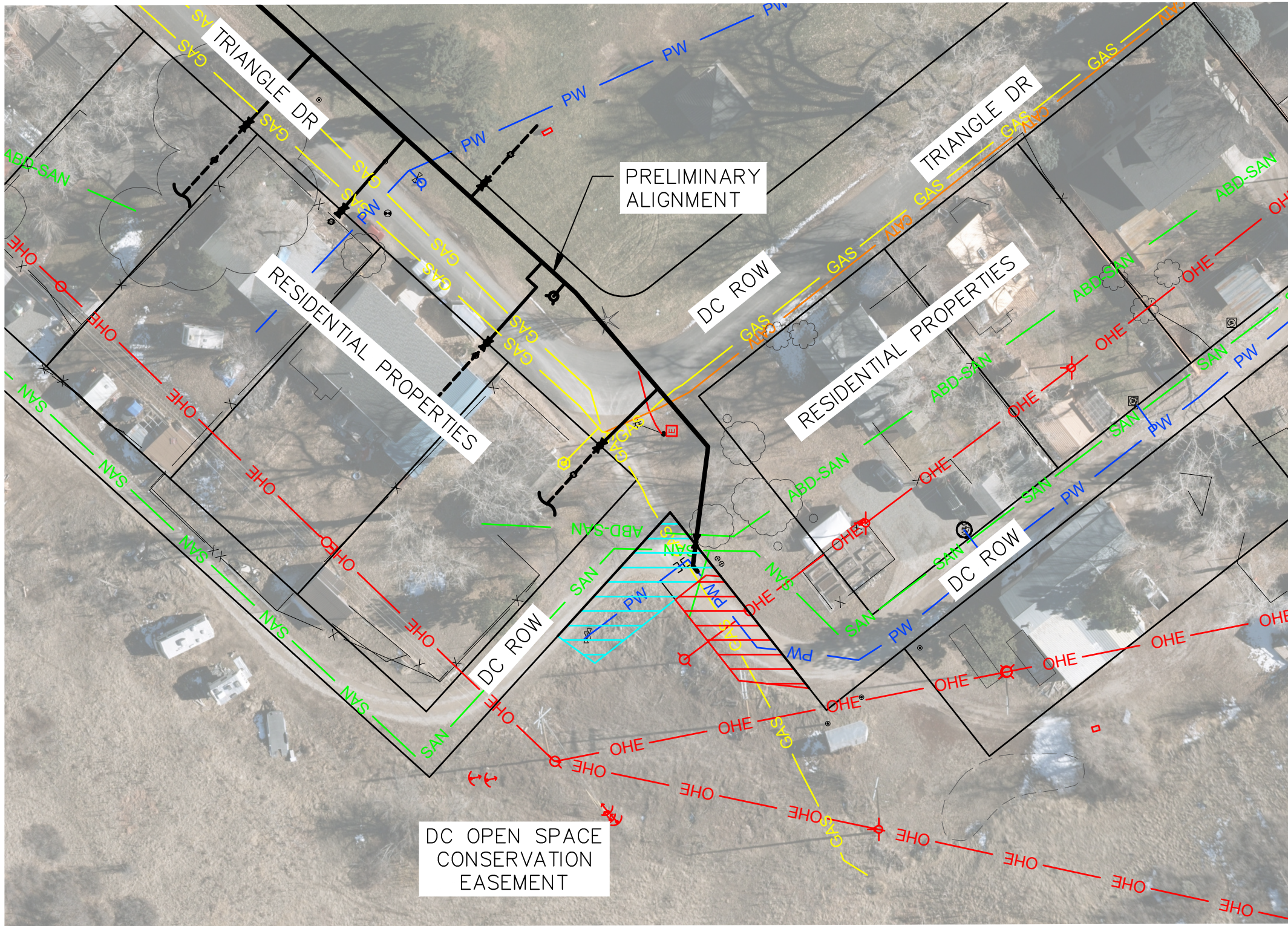
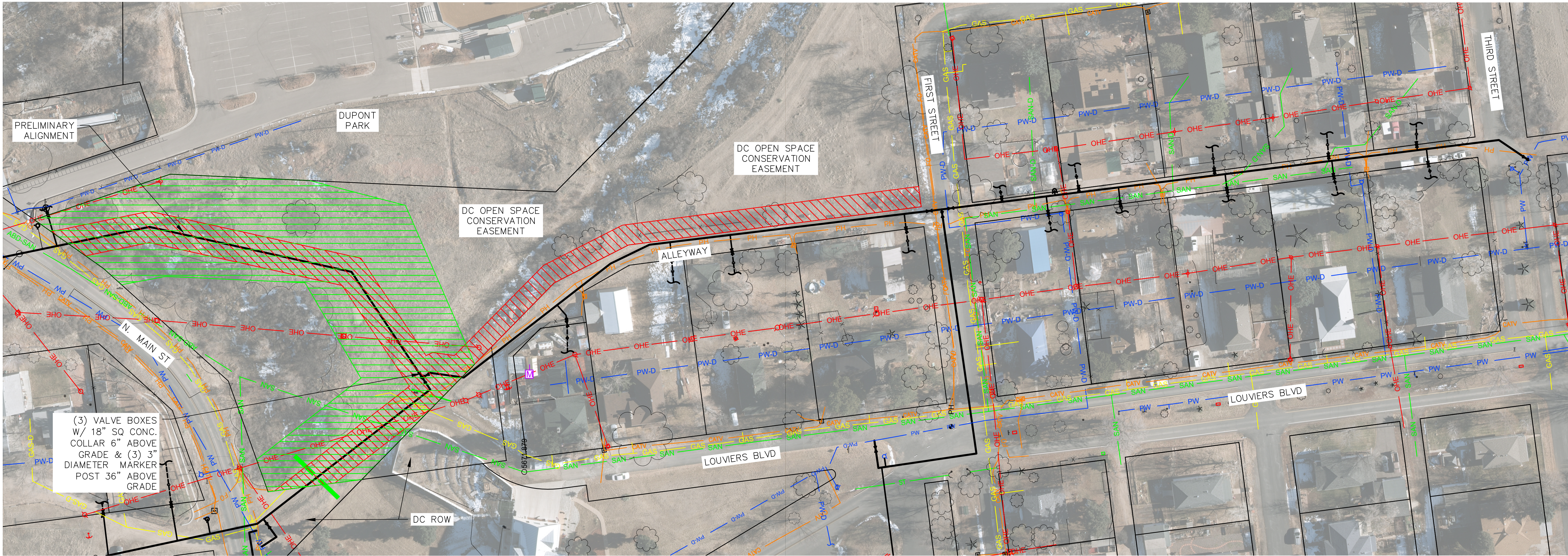
DLC Board Approval Letter

Published Notice Proof

Easement Agreement

Temporary License Agreement





PROPOSED EASEMENT PARCEL D-2  
SCALE: 1"=50'

LEGEND	
PROPOSED WATER ALIGNMENT	
EXISTING SANITARY SEWER LINE	SAN
EXISTING ABANDONED SANITARY SEWER LINE	ABD-SAN
EXISTING POTABLE WATER LINE	PW
EXISTING ABANDONED POTABLE WATER LINE	ABD-PW
EXISTING STORM SEWER LINE	ST
EXISTING GAS LINE	GAS
EXISTING OVERHEAD ELECTRIC LINE	OHE
EXISTING FIBER OPTIC LINE	FO
EXISTING CABLE TV LINE	CATV
EXISTING PHONE LINE	PH
PROPERTY BOUNDARIES	
EX. LWSO EASEMENT WITHIN CONSERVATION EASEMENT	
PROPOSED TEMPORARY CONSTRUCTION EASEMENT	
PROPOSED PERMANENT EASEMENT	

NOTES:  
1. ALL SURFACES SHALL BE RESTORED TO EXISTING CONDITION  
2. EASEMENT AREAS SHOWN ARE PRELIMINARY. FINAL ALIGNMENT AND EASEMENT AREAS ARE IN DEVELOPMENT

PRELIMINARY  
NOT FOR CONSTRUCTION



AIR RELEASE VALVE & VENT



EXAMPLE VALVE BOX AND BOLLARD

LOUVIERS WATER AND SANITATION DISTRICT

**TST**  
TST INFRASTRUCTURE, LLC  
Consulting Engineers

DISTRIBUTION SYSTEM REPLACEMENT

DC OPEN SPACE EASEMENT EXHIBIT

JOB NO.  
002.050.00

DATE  
APRIL 9, 2025





## **MEMORANDUM**

**DATE:** May 2, 2025  
**TO:** DLC Board  
**FROM:** DLC Stewardship Committee/Staff  
**VIA:** DLC Stewardship Committee  
**SUBJECT:** DouglasCC.DC.2009\_DuPontN Water Line Replacement Request  
**ACTION:** Approve/Modify/Table/Reject

### **Background**

DLC received a request from Douglas County on March 5, 2025, for a necessary water line replacement on the DouglasCC.DC.2009\_DuPontN property. Douglas County sent the other required documents to be reviewed by DLC's Stewardship committee and Board (easement drafts and map) on March 28, 2025. Douglas County then sent revised plans on April 9, 2025.

### **Description**

From Douglas County:

*Douglas County is working with partners to bring regional water and wastewater solutions to the communities of northwest Douglas County, including Louviers. The County is also partnering with Louviers Water and Sanitation District to treat naturally-occurring radium in its water supply and replace aging and corroded water distribution lines to prepare the Water District for regional utility interconnection.*

*As depicted on the attached exhibit, the proposed easements are necessary to accommodate replacement underground water distribution lines. The lines cannot be placed in the Main Street right-of-way due to the presence of other wet and dry utilities, and a planned sanitary sewer line replacement. To the extent that above-ground appurtenances may be necessary, the exhibit depicts examples of the valves and vents that are typical of these distribution lines. The proposed lines are located substantially within 100 feet of Main Street and other roads within the Louviers.*

Updated email request on 4/9/2025

*TST had a design meeting yesterday where we are looking to add 20' of additional easement east of the alleyway drive to the south of our previous easement area for the following reasons.*

- The pipe will be installed to in the right of way, however, the alignment will be within two feet of the property line between the right of way and the conservation easement along the alleyway moving south. Additional easement would be required for the trench in this area during construction and room for potential repairs to the distribution main in the future.*
- We have determined the distribution main in the alleyway between 1<sup>st</sup> and 3<sup>rd</sup> street will need to be directionally drilled to reduce disruption to residents and reduce the risk of damage to residents' property and existing utilities.*



- *Setting up drilling equipment would be slightly in the conservation easement to the north of First Street.*

The easements contain DLC's typical revegetation and conservation easement subordination language. Staff and Counsel have reviewed the request and the updated request.

## **Issues**

None.

## **Staff/Project Recommendation**

The Stewardship committee recommends approval by the Board for the requested water line replacement with the standard revegetation language.

## **Attachments**

Conservation Easement

Request

Map

Temporary License Agreement

Permanent Easement

## **BOD Action**

Approved as Proposed

Approved w/Conditions\_\_\_\_\_

Tabled\_\_\_\_\_

Denied\_\_\_\_\_

## OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Douglas County News Press** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(310) 822-1629**.

Notice ID: aKI83hwddCEJ32b6IYC8 | **Proof Updated: Jun. 04, 2025 at 08:43am PDT**  
Notice Name: NO. Louviers Water and San District. hearing | Publisher ID: DC-1469

**This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.**

FILER	FILING FOR
Scott McElDowney smceldow@douglas.co.us	Douglas County News Press

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Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.81	
Number of Lines:	28	

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06/12/2025: Legal Notice Notice	11.20
Affidavit Fee	15.00

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Subtotal	\$26.20
Tax	\$0.00
Processing Fee	\$2.62
<b>Total</b>	<b>\$28.82</b>

### Public Notice

#### NOTICE OF PUBLIC HEARING

#### BOARD OF COUNTY COMMISSIONERS COUNTY OF DOUGLAS STATE OF COLORADO

A public hearing will be held before the Board of County Commissioners to consider the approval of a Public Utilities Easement for underground public utilities in the town of Louviers.

The agreement will be granted to Louviers Water and Sanitation District. The public hearing will be held on **Tuesday, June 24, 2025 at 2:30 p.m.** in the Commissioners Hearing Room, 100 Third Street, Castle Rock, Colorado. For more information, please contact the Douglas County Department of Open Space and Natural Resources at (303) 660-7495, 100 Third Street, Castle Rock, Colorado 80104.

Legal Notice No. DC-1469  
Publication: June 12, 2025  
Publisher: Douglas County News Press

## PERMANENT UTILITY EASEMENT DEED

**This Grant of Easement** (the “Easement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between 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 (the “**Grantor**”), and the **LOUVIERS WATER AND SANITATION DISTRICT**, whose address is P.O. Box 359, Littleton CO, 80160 (the “**Grantee**”). The Grantor, the Grantee, and their respective successors and assigns, are referred to collectively herein as the “Parties” and singularly as a “Party.”

### Witnesseth

**That the Grantor**, for and in consideration of the sum of TEN DOLLARS AND ZERO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to the Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across the Grantor’s real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “**Easement Area**”), for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of an underground water transmission and/or distribution line or system, together with all underground appurtenances, manholes, boxes, switches, valves, testing terminals and other attachments and incidental equipment and appurtenances located underground unless otherwise provided herein (collectively the “**Public Improvements**”).

This Easement shall be subject to the following terms and conditions:

1. Use by the Grantee. The Grantee shall have the full right and authority to install and maintain the Public Improvements underground within the Easement Area and install any permanent structures below the ground surface within the Easement Area, as may be necessary to accommodate, use and operate the Public Improvements, at the Grantee’s sole cost and discretion.
2. Use by the Grantor and Restrictions. The Grantor retains the right to use and enjoy the Easement Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. The Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee. The Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements unless specific written permission is obtained from the Grantee. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements within the Easement Area, unless specific written permission is obtained from the Grantee.
3. No Additional Uses. The use of this Easement shall be for the sole and exclusive purpose of conducting the work described above, and this grant shall not be construed as a dedication of the Easement Area, or any portion thereof, for use by the general public.



4. Access. If requested by the Grantee, the Parties shall meet in order to determine permissible access to the Easement Area, which may include opening and closing gates and/or installing gates and stiles in fencing, and any such permissible access areas agreed to shall be deemed to be a part of this Easement.

5. Compliance with Deed of Conservation Easement. The Grantee shall construct, repair, and maintain the Public Improvements in accordance with the terms and conditions contained in the Deed of Conservation Easement in Gross (North Parcel Dupont Property-Douglas County) dated June 23rd, 2009, and recorded at reception number 2009049942 in the records of the Douglas County Clerk and Recorder.

6. Removal of Vegetation. The Grantee shall have the right to remove trees and vegetation within the Easement Area that may interfere with the reasonable use of the Easement, provided that the removal of any vegetation shall require restoration of the disturbed area in the manner set forth in Section 7 below.

7. Repair and Restoration. The Grantee's authorized agents or contractors may use trucks and other equipment during its work, which is normal and customary. The Grantee's work of installing and maintaining Public Improvements shall be done with care, and the Grantee shall exercise reasonable care to prevent injury to livestock and disturbance of the land during such work. The surface of the Grantor's property, including without limitation the surface along the easement, shall be restored substantially to its original level and condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations. The Grantee shall promptly repair or replace any infrastructure on the Grantor's property that is disturbed as a result of the Grantee's activities within the surface of the Easement Area, and any areas disturbed by the Grantee, except as necessarily modified to accommodate the Public Improvements, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track mounted equipment. The Grantee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully reestablished, including applying and reapplying the Approved Seed Mix and noxious weed control over multiple growing seasons.

8. Removal of Equipment. Upon completion of the activities authorized by this Easement, the Grantee shall promptly remove all materials, debris and equipment utilized to conduct the work.

9. Compliance with Laws. The Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. The Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all

necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge.

10. Release. The Grantee, to the extent permitted by law, for itself and those claiming through the Grantee, hereby releases the Grantor and the Douglas Land Conservancy, and their respective beneficiaries, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Area by the Grantee and its agents or contractors, except for damages that may arise from the Grantor's negligence.

11. Environmental. The Grantee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any governmental authority controlling environmental standards and conditions of the Easement Area. The provisions of this Section 11 shall survive the expiration or termination of this Easement.

12. Warranties and Disclaimers. The Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for the Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by the Grantor or otherwise.

13. Relocation. The Grantor reserves the right and sole discretion to require the Grantee to relocate the Public Improvements within the Easement Area as Grantor determines necessary. In the event that the Grantor shall desire to relocate the Public Improvements within the Easement Area, the Grantor shall provide written notice to the Grantee no later than 180 days before the relocation, and: (i) the Parties agree to cooperate to identify an appropriate new location for the Public Improvements within the Easement Area; (ii) the Grantee shall remove the Public Improvements from the existing location within the Easement Area; (iii) the Grantee shall relocate the Public Improvements to the new location within the Easement Area; and (iv) the Grantor shall bear all costs associated with the relocation.

14. General Provisions.

a. Governing Law; Venue. This Easement 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 Parties expressly waives the right to bring any action in or remove any action to any other jurisdiction, whether state or federal.

b. Severability. In the event any of the provisions of the Easement is 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 Easement,

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.

c. No Third-Party Beneficiaries. This Easement is entered into by and between the Parties, and is solely for the benefit of the Parties and Douglas Land Conservancy, which is an express third-party beneficiary to this Easement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond the Parties and Douglas Land Conservancy.

d. No Waiver of 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 this Agreement. The Parties hereto understand and agree that the Grantor, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as applicable now or hereafter amended, or otherwise available to the Grantor.

e. Appropriations. Any financial obligations of the Grantor shall extend only to monies duly and lawfully appropriated and budgeted by the Grantor and encumbered for the purposes of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

f. Successors and Assigns. This Easement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the Parties.

g. Headings; Recitals. The headings contained in this Easement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Easement. The Recitals set forth above are hereby incorporated into and made an integral part of this Easement.

h. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire Easement 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. Any amendment to this Easement shall be in writing and signed by both Parties, and must be approved in writing by Douglas Land Conservancy, or such amendment will be deemed null and void.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.

## Exhibit A

### Permanent Water Line Easement



#### PERMANENT WATER LINE EASEMENT

A VARIABLE WIDTH PERMANENT WATER EASEMENT, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST ALL OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE S 64°43'59" E, A DISTANCE OF 532.16 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 12, LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE;

THENCE N 07°28'21" W, A DISTANCE OF 26.63 FEET TO THE **POINT OF BEGINNING**;

THENCE N 07°28'21" W, A DISTANCE OF 59.36 FEET; THENCE S 37°49'45" E, A DISTANCE OF 166.89 FEET; THENCE N 56°12'15" E, A DISTANCE OF 118.44 FEET;

THENCE N 12°33'08" E, A DISTANCE OF 192.91 FEET; THENCE N 11°45'47" W, A DISTANCE OF 63.61 FEET TO A POINT ON A COMMON LINE WITH SAID RECEPTION NO. 02052035 AND THE MAIN STREET RIGHT OF WAY AS SHOWN AT RECEPTION NO. 109325 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID COMMON LINE, N 35°13'34" E, A DISTANCE OF 41.03 FEET;

THENCE DEPARTING SAID COMMON LINE, S 11°45'47" E, A DISTANCE OF 98.06 FEET; THENCE S 12°33'08" W, A DISTANCE OF 211.39 FEET; THENCE S 56°12'15" W, A DISTANCE OF 114.55 FEET;

THENCE S 24°17'41" E, A DISTANCE OF 7.27 FEET; THENCE S 07°55'18" W, A DISTANCE OF 21.34 FEET; THENCE S 45°19'46" E, A DISTANCE OF 124.00 FEET;



THENCE S 27°02'32" E, A DISTANCE OF 86.29 FEET; THENCE S 07°27'15" E, A DISTANCE OF 291.89 FEET TO A POINT ON THE NORTHERLY LINE OF FIRST STREET RIGHT OF WAY AS SHOWN AT SAID RECEPTION NO. 109325; THENCE ALONG SAID NORTHERLY LINE, S 82°32'45" W, A DISTANCE OF 20.00 FEET;

THENCE ALONG THE EASTERLY LINE OF AN ALLEY AS SHOWN ON SAID RECEPTION NO. 109325, ALSO BEING A WESTERLY LINE OF SAID RECEPTION NO. 02052035 THE FOLLOWING THREE (3) COURSES:

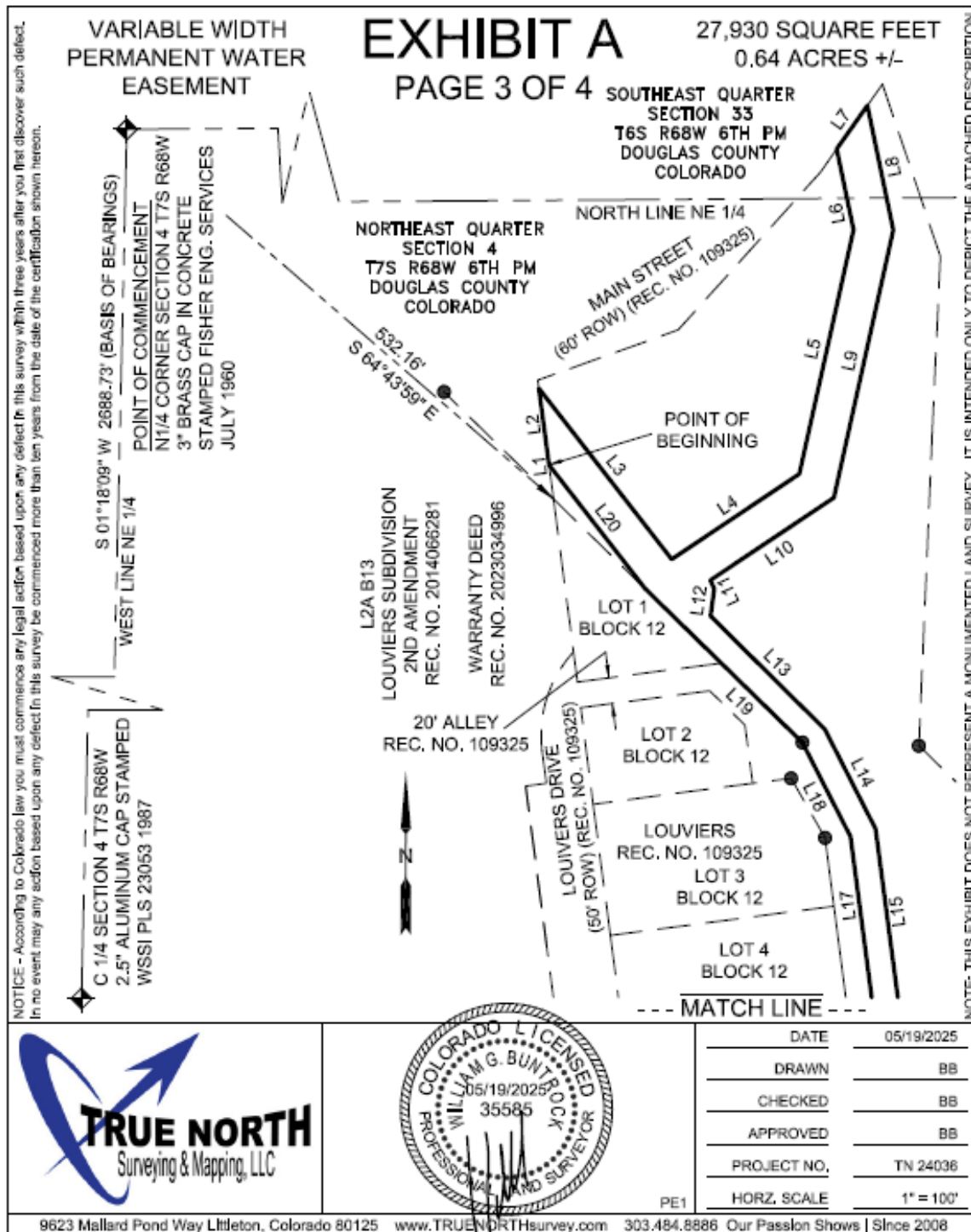
- 1) N 07°27'15" W, A DISTANCE OF 288.44 FEET;
- 2) N 27°02'32" W, A DISTANCE OF 81.56 FEET;
- 3) N 45°38'37" W, A DISTANCE OF 169.62 FEET;

THENCE N 37°49'45" W, A DISTANCE OF 121.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 27,930 SQUARE FEET OR 0.64 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC  
TN 24036 PE 1



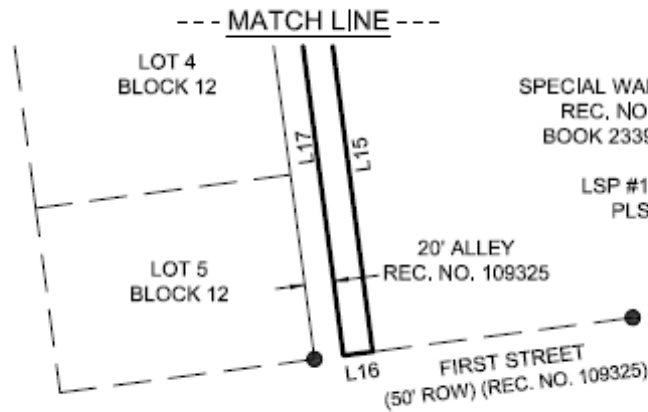
VARIABLE WIDTH  
PERMANENT WATER  
EASEMENT

# EXHIBIT A

## PAGE 4 OF 4

27,930 SQUARE FEET  
0.64 ACRES +/-

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.




SPECIAL WARRANTY DEED  
REC. NO. 02052035  
BOOK 2339 PAGE 1183

LSP #10003125  
PLS 8141


LINE	BEARING	DISTANCE
L1	N 07°28'21" W	26.63'
L2	N 07°28'21" W	59.36'
L3	S 37°49'45" E	166.89'
L4	N 56°12'15" E	118.44'
L5	N 12°33'08" E	192.91'
L6	N 11°45'47" W	63.61'
L7	N 35°13'34" E	41.03'
L8	S 11°45'47" E	98.06'
L9	S 12°33'08" W	211.39'
L10	S 56°12'15" W	114.55'
L11	S 24°17'41" E	7.27'
L12	S 07°55'18" W	21.34'
L13	S 45°19'46" E	124.00'
L14	S 27°02'32" E	86.29'
L15	S 07°27'15" E	291.89'
L16	S 82°32'45" W	20.00'
L17	N 07°27'15" W	288.44'
L18	N 27°02'32" W	81.56'
L19	N 45°38'37" W	169.62'
L20	N 37°49'45" W	121.07'



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



**TRUE NORTH**  
Surveying & Mapping, LLC



PE1

DATE	05/19/2025
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 24036
HORZ. SCALE	1" = 100'

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### PERMANENT WATER LINE EASEMENT

A VARIABLE WIDTH PERMANENT WATER LINE EASEMENT, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ALSO BEING THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE N 25°32'21" E, A DISTANCE OF 740.69 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH TWO ALLEYS AS SHOWN ON THE PLAT OF LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE; THENCE ALONG THE COMMON LINE OF SAID RECEPTION NO. 02052035 WITH A VARIABLE WIDTH SAID ALLEY, N 51°41'15" E, A DISTANCE OF 12.03 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, N 06°09'59" E, A DISTANCE OF 30.50 FEET;

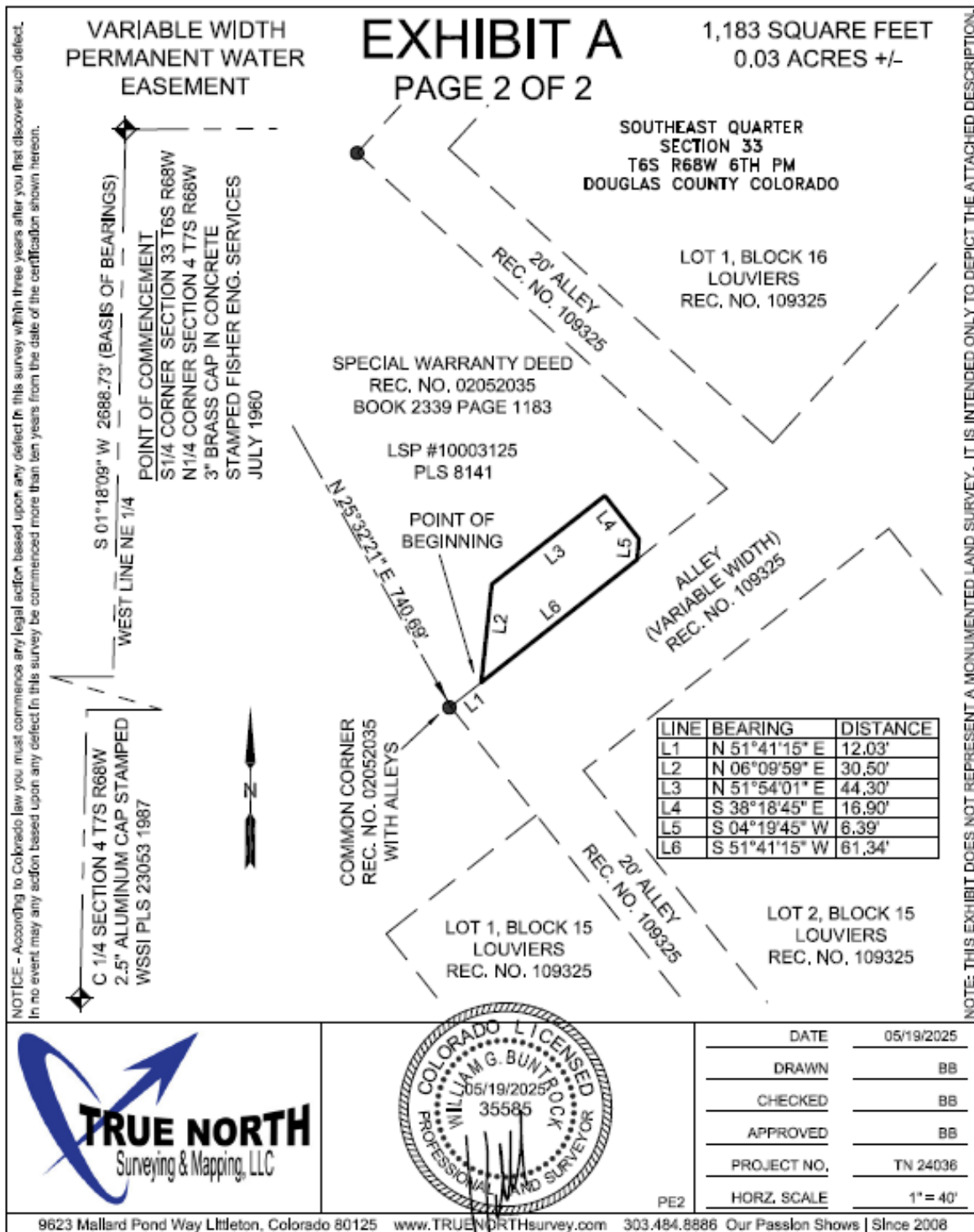
THENCE N 51°54'01" E, A DISTANCE OF 44.30 FEET; THENCE S 38°18'45" E, A DISTANCE OF 16.90 FEET; THENCE S 04°19'45" W, A DISTANCE OF 6.39 FEET TO A POINT ON SAID COMMON LINE;

THENCE ALONG SAID COMMON LINE, S 51°41'15" W, A DISTANCE OF 61.34 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 1,183 SQUARE FEET OR 0.03 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC  
TN 24036 PE 2



## LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, (“Effective Date”), by and between 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 (“Licensor”), and **LOUVIERS WATER AND SANITATION DISTRICT**, whose address is P.O. Box 359, Littleton CO, 80160 (“Licensee”). Licensor and Licensee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as a “Party.”

### RECITALS

**WHEREAS**, Licensor owns certain real property located in the Town of Louviers, Douglas County, Colorado, identified as state parcel number 235304100006 (the “Licensed Premises”); and

**WHEREAS**, Licensee is undertaking certain activities and desires to construct public utility improvements to service residents of the Town of Louviers (the “Project”); and

**WHEREAS**, as part of the Project, Licensee will restore the slope and vegetation of the License Area in the manner required by Licensor (the “Restoration Project”); and

**WHEREAS**, Licensor’s real property is encumbered by a Permanent Utility Easement Deed (North Parcel Dupont Property-Douglas County) dated June 23, 2009, and recorded at reception number 2009049942 in the records of the Douglas County Clerk and Recorder (“Conservation Easement”) to preserve the property’s natural, scenic, open space, wildlife, aesthetic, ecological, passive recreational and environmental values; and

**WHEREAS**, Licensee needs to temporarily enter upon Licensor’s real property, more particularly described in **Exhibit “A”** (the “License Area”), for the purposes of grading slopes, removing excess soil material, depositing fill material, watering, and maintaining re-vegetated areas during the term of the License, and moving equipment and personnel as may be necessary in the course of completing the Restoration Project (the “Work”).

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

1. Grant and Term. Licensor represents that it has authority to, and hereby does grant unto Licensee, its employees, authorized agents and contractors a temporary, non-exclusive, license and right to enter in, on, over, under, through and across the License Area, for purposes of conducting the Work in accordance with the terms of this Agreement. The term of this License shall commence on the Effective Date and terminate three (3) years from the Effective Date, unless

sooner terminated in accordance with the terms herein (the “Term”). Upon expiration of the Term, all rights of access given by Licensor shall cease, unless the time period is extended upon the prior written approval of the Parties, or unless additional access is required to complete the restoration in accordance with Section 6 of this Agreement.

2. Mutual Use. This Agreement shall not unreasonably restrict Licensor’s right to access or use the License Area; provided, however, Licensor shall use reasonable efforts to minimize any interference with the Work of Licensee, its employees, authorized agents and contractors in the License Area, and Licensor shall not undertake any actions regarding the use of the License Area that would endanger the health, safety, or welfare of Licensee, its employees, authorized agents or contractors, or damage their equipment, materials or property. Licensee, its employees, authorized agents and contractors shall not unreasonably disturb or interfere with any operations of Licensor or Licensor’s tenants, employees, agents or contractors on Licensor’s remaining tract of land adjacent to the License Area.

3. No Additional Uses; No Public Dedication. The use of the License Area shall be for the sole and exclusive purpose of conducting the Work and the Parties hereto shall take whatever steps may be necessary to avoid any other use. The License Area may not be used for storage of fill, soil, or any other material or equipment used for completion of the Project. This grant of license shall not be construed as a dedication of the License Area, or any portion thereof, for use by the general public and the Parties will take whatever steps may be necessary to avoid any kind of dedication.

4. Compliance with the Conservation Easement. Licensor and Licensee have received approval from Douglas Land Conservancy to perform the Work, provided that the Work: (i) is completed in compliance with the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iii) is performed by Licensee in accordance with the terms and conditions of this Agreement to minimize damage to the conservation values identified in the Conservation Easement, and (iv) Licensee shall promptly repair or replace any infrastructure on the License Area that is disturbed as a result of Licensee’s activities within the License Area.

Upon completion of the Work and the repair and restoration described in Section 6 below, Licensee may seek written confirmation from Licensor that such Work, repair, and restoration complies with the provisions of this Section 4. Licensor shall promptly provide such written confirmation or a written list of deficiencies to be corrected to come into compliance. Upon Licensor’s correction of the identified deficiencies, Licensor shall promptly provide written confirmation of compliance.

5. The Work.

a. Removal of Vegetation. Licensee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants, and nursery stock (“Vegetation”) from within the License Area that may interfere with the Work; provided however, Licensee shall use reasonable efforts to protect vegetation from disturbance and shall not clear and grub any areas, except those needed to complete necessary improvements. Certain Vegetation may be identified by Licensor as

to be protected, and Licensee shall work to reasonably protect any Vegetation identified by Licensors as to be protected.

b. Repair and Restoration. Licensee's authorized agents or contractors may use truck or track-mounted equipment during the Work, which is normal and customary for similar work. Licensee's completion of the Work shall be done with care, and Licensee shall exercise care to prevent injury to livestock and disturbance of the land during the Work. Prior to the expiration of the Term, Licensee shall restore the surface of the License Area and any disturbed area as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations, except slope grades as necessarily modified to accommodate the Work, which shall include contouring and stabilizing the surface of the ground and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Licensee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Licensee shall be responsible for the control and eradication of noxious weeds within the License Area until vegetation has been re-established and to the extent weeds spread outside of the License Area as a result of the Work performed within the License Area, Licensee shall be responsible for the control and eradication of such noxious weeds on the remaining property subject to the Conservation Easement. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

c. Removal of Equipment. Upon completion of the activities authorized by this Agreement or following notice of termination of this Agreement by Licensors, Licensee shall promptly remove all materials, debris and equipment utilized to conduct the Work from the License Area.

8. Compliance with Laws. Licensee shall cause all activities and work on the License Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Licensee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading, and stormwater discharge during the Term of this license.

9. Endangered Species Act. The License Area may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

10. Release. Licensee, to the extent permitted by law, for itself and those claiming through Licensee, hereby releases Licensors and Douglas Land Conservancy, and their respective beneficiaries, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations

on, or use of, the License Area by Licensee and its agents or contractors. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Environmental. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensee Area by Licensee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the License Area caused or permitted by Licensee results in any contamination of the License Area, Licensee shall promptly take all actions, at no expense to Licensors, as are necessary to return the License Area to the condition existing prior to the introduction of any such Hazardous Material to the License Area, provided that Licensors' approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the License Area. As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. Mechanic's and Materialmen's Liens. Licensee shall not allow mechanic's or materialmen's liens to be placed on the License Area related in any manner to any activities by or through Licensee or its contractors pursuant to this Agreement; and, if any such liens are placed on any portion of the License Area, Licensee shall promptly cause such liens to be discharged of record or bonded against as provided by law. The provisions of this Section 12 shall survive the expiration or termination of this Agreement.

13. Warranties and Disclaimers. Licensors makes no warranties or representations with respect to the License Area, including, without limitation, the condition and state of repair of the License Area, the suitability of the License Area for Licensee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the License Area by reason of access easements granted by Licensors or otherwise.

14. Breach of this Agreement. Upon any breach by either Party in performing its obligations under this Agreement, the non-breaching Party shall provide the breaching Party a written notice of the breach prior to expiration of the Term of this Agreement. If after twenty (20) business days the breaching Party has not cured the breach, or if cure is not possible within twenty (20) business days and the breaching Party has not commenced what curative measures are possible in a timely and commercially reasonable manner, the non-breaching party may ask a court of competent jurisdiction to enter an order for specific performance to compel the breaching party to perform in accordance with the terms and conditions hereof, including with regard to Licensee's completion of the Work and remediation of the License Area and the removal of its equipment and materials.

Additionally, if Licensee is the breaching party and fails to cure the breach or commence curative measures during the curative period described above, and after Licensors provides written notice of termination of this Agreement, Licensors may perform the Work and restoration, including removal of equipment and materials, at Licensee's expense, and the reasonable cost of completion of the Work and such removal and restoration shall be an obligation of Licensee to be paid by

Licensee to Licensors upon receipt of written demand by Licensors together with adequate documentation of such costs. If Licensee fails to remit payment within thirty (30) days of the Licensors' written demand, Licensors may seek damages or such other remedies as may be available at law or in equity. The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15. Abandonment. Should Licensee abandon, vacate, or cease to use the License Area for one hundred eighty (180) consecutive days, and Licensee has not resumed completion of the Work within ten (10) business days after written notice by Licensors, Licensee shall be deemed to be in breach of this Agreement, and Licensors may proceed as the non-breaching party in accordance with Section 14 of this Agreement.

16. Notice of Communications. Licensee shall notify Licensors orally or in writing a minimum of twenty-four (24) hours prior to entering the License Area and such notice shall describe the activities to be conducted on the License Area and the duration of such activities. All other notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Licensors:

Douglas County Government  
Attn: Scott McEldowney, Deputy Director  
Department of Open Space and Natural Resources  
100 Third Street  
Castle Rock, Colorado 80104  
Phone: (303) 660-7400  
Email: [smceldow@douglas.co.us](mailto:smceldow@douglas.co.us)

with copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, Colorado 80104  
Phone: (303) 660-7414  
Email: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

Notice to Licensee:

Louviers Water and Sanitation District  
c/o Circuit Rider of Colorado  
Attn.: Sarah Shepard, District Manager  
P.O. Box 359  
Littleton CO, 80160  
Phone: (303) 482-1002  
Email: [sees@ccrider.us](mailto:sees@ccrider.us)

17. General Provisions.

a. 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 Parties expressly waives the right to bring any action in or remove any action to any other jurisdiction, whether state or federal.

b. 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.

c. No Third-Party Beneficiaries. This Agreement is entered into by and between the Parties, and is solely for the benefit of the Parties and Douglas Land Conservancy, which is an express third-party beneficiary of this Agreement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond the Parties and Douglas Land Conservancy.

d. No Waiver of 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. 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, or otherwise available to the County.

e. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purposes of this Agreement, pursuant to § 29-1-110, C.R.S., as amended.

f. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

g. 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.

h. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by the Parties with the same formality as this Agreement.



i. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the Effective Date set forth above.

**LICENSEE:**

**LOUVIERS WATER AND SANITATION DISTRICT**

**Attest:**

By: \_\_\_\_\_  
Matt Collitt, President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
County Clerk and Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
County Attorney's Office

**LICENSOR:**

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

By: \_\_\_\_\_  
Douglas J. DeBord,  
County Manager

**APPROVED AS TO LEGAL FORM**

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

**APPROVED AS TO FISCAL CONTENT**

\_\_\_\_\_  
Andrew Copland,  
Director of Finance

**Exhibit A**  
**License Agreement**



**LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY**

A VARIABLE WIDTH LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST ALL OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE S 64°43'59" E, A DISTANCE OF 532.16 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 12, LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE, SAID COMMON CORNER BEING THE **POINT OF BEGINNING**;

THENCE N 07°28'21" W, A DISTANCE OF 92.40 FEET;

THENCE N 70°16'33" E, A DISTANCE OF 33.37 FEET;

THENCE S 37°56'15" E, A DISTANCE OF 129.32 FEET;

THENCE N 59°40'23" E, A DISTANCE OF 108.13 FEET;

THENCE N 02°38'03" E, A DISTANCE OF 136.33 FEET;

THENCE N 10°44'53" W, A DISTANCE OF 43.86 FEET;

THENCE N 42°02'33" E, A DISTANCE OF 23.70 FEET;

THENCE N 35°10'17" E, A DISTANCE OF 82.69 FEET;

THENCE S 18°32'26" E, A DISTANCE OF 140.16 FEET;



THENCE S 02°38'03" W, A DISTANCE OF 136.33 FEET;

THENCE S 14°32'14" W, A DISTANCE OF 96.54 FEET;

THENCE S 66°25'32" W, A DISTANCE OF 169.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 12;

THENCE ALONG SAID SOUTHEASTERLY LINE, ALSO BEING A LINE ON SAID RECEPTION NO. 02052035, N 45°38'37" W, A DISTANCE OF 157.70 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS 54,310 SQUARE FEET OR 1.25 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC  
TN 24036 TE 1 (R1)

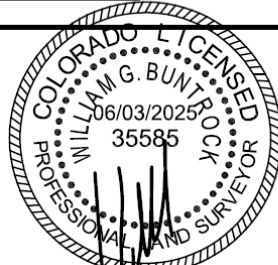
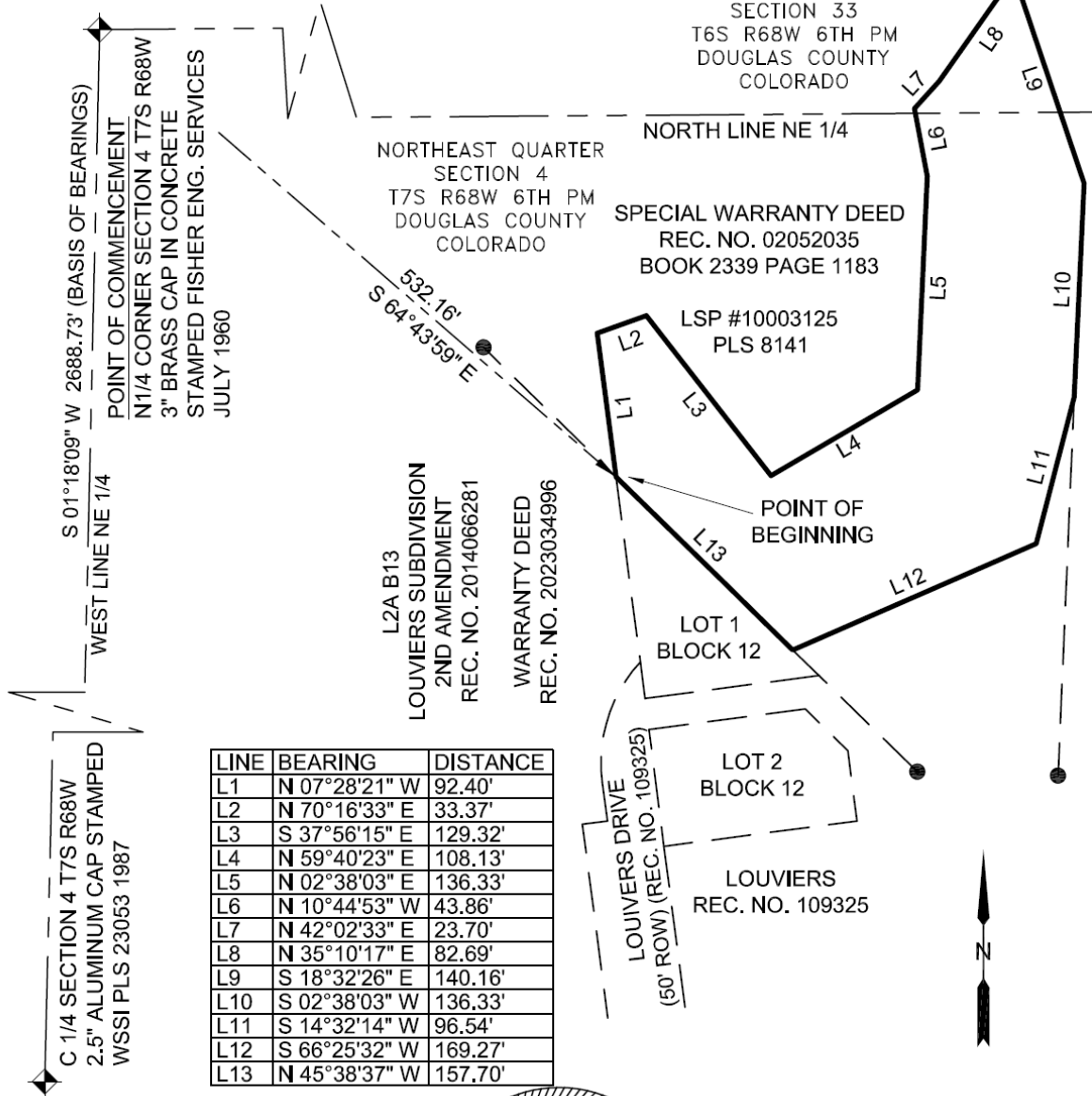
LICENSE AGREEMENT TO  
ACCESS AND ENTER  
UPON REAL PROPERTY

# EXHIBIT A

## PAGE 3 OF 3

54,310 SQUARE FEET  
1.25 ACRES +/-

In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



DATE	06/03/2025
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 24036
HORZ. SCALE	1" = 100'

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**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Melody D'Haillecourt, Community Programs Coordinator

**DESCRIPTION:** Colorado State Department of Local Affairs More Housing Now Intergovernmental Grant Agreement in the Amount of \$580,844.00.

**SUMMARY:** The More Housing Now (MHN) grant, provided by the State Department of Local Affairs, funds local governments to support the infrastructure costs associated with the development of attainable workforce housing. Douglas County has been awarded \$580,844 to support infrastructure costs related to the development of Ponderosa Pines.

**RECOMMENDED ACTION:** The County Attorney's Office has reviewed the Intergovernmental Grant Agreement. The Terms and Conditions of the MHN Intergovernmental Agreement complies with all Federal and State requirements and the County's procedural guidelines. Staff recommends the BCC accept the Terms and Conditions of the MHN Intergovernmental Grant Agreement in the amount of \$580,844.00.

**REVIEW:**

Jennifer Eby	Approve	6/3/2025
Jeff Garcia	Escalated	6/10/2025
Amy Williams	Escalated	6/11/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Jennifer Eby - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Staff Report MHN Intergovernmental Agreement 06242025

## Grant Agreement Staff Report

**Date:** June 3, 2025

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

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

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Melody D'Haillecourt, Community Programs Coordinator  
Tiffany Marsitto, Community Services Supervisor  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Colorado State Department of Local Affairs More Housing Now Intergovernmental Grant Agreement in the amount of \$580,844.**

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**Board of County Commissioners' Business Meeting**

**June 24, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

The More Housing Now (MHN) grant, provided by the State Department of Local Affairs (DOLA), funds local governments to support the infrastructure costs associated with the development of attainable workforce housing. Douglas County has been awarded \$580,844 to support infrastructure costs related to the development of Ponderosa Pines.

### **II. REQUEST**

Staff requests the Board of County Commissioners (BCC) accept the Terms and Conditions of the MHN Intergovernmental Grant Agreement in the amount of \$580,844.

### **III. BACKGROUND**

On November 4, 2024, the BCC approved the MHN grant application for funding to support the Ponderosa Pines development at 6783 Scott Blvd. Ponderosa Pines will include 204 units of workforce housing. These units will provide housing for those working in Douglas County who earn less than 60% of the area median income. As a requirement for this project, roadway and infrastructure improvements will extend a .33 mile stretch of Pinery Center Blvd and include the installation of traffic signals at the intersections of Scott Ave and State Highway 83, and Scott Ave and Pinery Center Blvd. Douglas County was awarded \$580,844 in MHN funds to support these infrastructure costs.

### **IV. DISCUSSION**

On May 12, 2025, DOLA issued an Intergovernmental Grant Agreement between DOLA and Douglas County in the amount of \$580,844. The scope of work and budget include utility costs, drainage improvements, and the addition of two traffic signals at intersections of Scott Ave. and State Highway 83. The total project cost will be \$3,848,520. The remaining \$3,267,676 in project costs incurred by Ulysses Development will be used to meet required match resulting in no

additional cost to Douglas County. The MHN Intergovernmental Grant Agreement is unilateral and only requires that the BCC accept the Terms and Conditions.

**V. RECOMMENDATION**

The County Attorney’s Office has reviewed the Intergovernmental Grant Agreement. The Terms and Conditions of the MHN Intergovernmental Agreement complies with all Federal and State requirements and the County’s procedural guidelines. Staff recommends the BCC accept the Terms and Conditions of the MHN Intergovernmental Grant Agreement in the amount of \$580,844.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
More Housing Now Intergovernmental Grant Agreement.....	3



State of Colorado Intergovernmental Grant Agreement  
Summary of Terms and Conditions

<b>State Agency</b>	<b>Performance Start Date</b>
DEPARTMENT OF LOCAL AFFAIRS (DOLA)	The later of the Effective Date or May 01, 2025
<b>Grantee</b>	<b>Grant Expiration Date</b>
Douglas County	May 31, 2027
<b>Project Number and Name</b>	<b>DOLA Regional Manager</b>
EIAF-25-080 - MHN Douglas County Ponderosa Pines Roadway Infrastructure	<u>Todd Leopold, (303) 916-1722,</u>
<b>DLG Portal Number</b>	<u>(todd.leopold@state.co.us)</u>
EIAF-25-080	<b>DOLA Regional Assistant</b>
<b>CMS Number</b>	<u>Gheda Gayou, (303) 842-6318,</u>
198906	<u>(gheda.gayou@state.co.us)</u>
<b>Grant Award Amount</b>	<b>Program Name</b>
\$580,844.00	Energy & Mineral Impact Assistance Program
<b>Retainage Amount</b>	( EIAF )
\$29,042.00	<b>Agreement Authority</b>
<b>Funding Account Codes</b>	Authority to enter into this Grant exists in
CTGG1 NLAA 202500003985	C.R.S. 24-32-106 and 29-3.5-101 and funds
<b>Phase Code</b>	have been budgeted, appropriated and
SV25I9	otherwise made available pursuant to C.R.S.
<b>VCUST#</b>	39-29-110 (Local Government Severance Tax
14252	Fund) and a sufficient unencumbered balance
<b>Address Code</b>	thereof remains available for payment.
CN002 EFT	Required approvals, clearance and
	coordination have been accomplished from
	and with appropriate agencies. This
	Intergovernmental Grant Agreement is
	funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project consists of the construction of a section of Pinery Center Boulevard, in association with a new 204-unit workforce housing community, Ponderosa Pines, in unincorporated Douglas County, Colorado.

## **Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Statement of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of 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:

1. Colorado Special Provisions in §17 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Statement of Project

## Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

Signed by:

*Maulid Miskell*

590E1B45E7884A4...

By: Maria De Cambra, Executive Director

DocuSigned by:

*Angie Cue*

45D2B7CF50DE4BD...

By: Angie Cue, EIAF Program Manager

Date: 5/12/2025 | 8:33 AM MDT

Date: 5/6/2025 | 1:35 PM PDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:  
  
090ACD88A721474...

By: Beulah Messick, Controller Delegate  
Department of Local Affairs

Effective Date 5/12/2025 | 5:33 PM MDT

## 1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

## 2. Term

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

### B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

### 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in **Exhibit B**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*
- P. *Reserved.*
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. **“Initial Term”** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. *Reserved.*
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of

birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. *Reserved.*

X. *Reserved.*

Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.



FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

#### 5. Payments to Grantee

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. *Reserved.*

C. **Matching Funds**

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. **Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. **Close-Out and Deobligation of Grant Funds.**

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant 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. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. **Erroneous Payments.**

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and

unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

## **6. Reporting - Notification**

### **A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **\$5.E**.

### **B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

## **7. Grantee Records**

### **A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### **B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

### **C. Final Audit Report**

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

## **8. Confidential Information-State Records**

### **A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or

Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating

with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## **9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

## **10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **11. Breach of Agreement**

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may

immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest.

At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

**b. Payments**

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

**c. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**II. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

**a. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs



in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

**b. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

**c. Deny Payment**

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**d. Removal**

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

**e. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

#### **14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

#### **15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### **16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### **17. General Provisions**

##### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

##### **B. Captions and References**

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the

*Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. *Reserved*

## **18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**EXHIBIT B - SCOPE OF PROJECT (SOP)****1. PURPOSE**

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

**2. DESCRIPTION OF THE PROJECT(S) AND WORK**

**2.1. Project Description.** The Project consists of the construction of a section of Pinery Center Boulevard, in association with a new 204-unit workforce housing community, Ponderosa Pines, in unincorporated Douglas County, Colorado.

**2.2. Work Description.** Douglas County (Grantee) will hire a qualified contractor to construct a section of Pinery Center Boulevard, in association with a new, 204-unit workforce housing community, Ponderosa Pines, located at 6793 Scott Avenue, in unincorporated Douglas County, Colorado. Work includes: construction of an approximately 0.33 mile stretch of Pinery Center Boulevard, including corresponding drainage improvements, and the addition of two (2) new traffic signals. The Work is associated with the construction of approximately 204 housing units, intended to be affordable units, restricted to households earning between 60% and 80% of the Area Median Income (AMI). The More Housing Now (MHN) Initiative Grants require a local government to develop and adopt at least one (1) qualifying land use strategy that makes it easier to develop affordable and attainable housing in the community. Grantee will provide DOLA with an electronic copy of the approved plan and ordinance, resolution, or other formal action by the governing body, providing evidence of adoption of at least one (1) qualifying land use strategy. Grantee will provide DOLA with electronic copies of accepted Project photos, proof of Substantial Completion, and a Final Informal Memo prior to Project Closeout. Grantee will own and maintain the roadway and all improvements, in accordance with **§9** below, a contractor will be hired to complete the Work.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.



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**2.5. Eligible Expenses.** Eligible expenses shall include: contracted labor, materials, bonding, insurance, permitting, required testing, inspection and/or commissioning costs. Project and construction oversight, bid process, travel, per diem, and legal fees shall be the sole responsibility of the Grantee.

### 3. DEFINITIONS

#### 3.1. Project Budget Lines.

**3.1.1.** “Construction/Improvement of Public Roadways” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

**3.2. “Substantial Completion”** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

### 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is the completed construction of a 204-unit attainable housing Project called Ponderosa Pines, in unincorporated Douglas County, Colorado, which will further public infrastructure in the area and be in alignment with MHN Initiative goals.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in unincorporated Douglas County, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 120 days after the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s).	Within 60 days after bid opening.
Provide DOLA with Project Timeline.	Within 60 days after the Effective Date of the subcontract(s).
Provide DOLA with an electronic copy of the accepted Project photos and proof of Substantial Completion (i.e. Certificate of Completion, Board motion of approval, and lien waiver) and proof of adoption of at least one qualifying land use strategy.	To be included with the Project Final Report.

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Provide DOLA with a Final Informal Memo that identifies the following:  1) description of the Project Grantee undertook; 2) the number and type of housing units provided; 3) status of the Work supported by the Grant and overall Project; 4) the community engagement process used; 5) how the process was inclusive and addressed equity concerns; 6) how Project implementation informed policy decisions or approach; and 7) any lessons learned.	To be included with the Project Final Report.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Reports	See §4.5.2 below
Submit Project Final Report	August 29, 2027

**4.4. Budget Line Adjustments.**

- 4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

- 4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the

## EIAF-25-080 - MHN Douglas County Ponderosa Pines Roadway Infrastructure

performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 <sup>nd</sup> (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes

**\*State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## 5. PERSONNEL

**5.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Melody D'Haillecourt, Community Programs Coordinator,

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[\(mdhaillecourt@douglas.co.us\)](mailto:mdhaillecourt@douglas.co.us), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel.** Rand Clark, Assistant Director of Community Services,

[\(rclark1@douglas.co.us\)](mailto:rclark1@douglas.co.us). Such key personnel shall be updated through the process in §5.3.

**5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

**5.4. DLG Regional Manager:** Todd Leopold, (303) 916-1722, (todd.leopold@state.co.us)

**5.5. DLG Regional Assistant:** Gheda Gayou, (303) 842-6318, (gheda.gayou@state.co.us)

## 6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide at least 84% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

### 6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Construction/Improvement of Public Roadways	\$3,848,520	\$580,844	\$3,267,676	Grantee
	<b>Total</b>	<b>\$3,848,520</b>	<b>\$580,844</b>	<b>\$3,267,676</b>	

## 7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the

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State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$551,802	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$29,042	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$580,844</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

## 8. ADMINISTRATIVE REQUIREMENTS

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from

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companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1.Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2.Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3.Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4.Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including

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the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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**STATE OF COLORADO CONTRACT MODIFICATION**  
**OPTION LETTER #Insert # Here**  
**SIGNATURE AND COVER PAGE**

**State Agency**

Department of Local Affairs (DOLA)

**Grantee**

Insert Grantee's Full Legal Name

**Project Number and Name**

Insert DOLA's project number and name

**Option Letter CMS Number**

Insert CMS number for this Amendment

**Previous CMS #(s)**

Insert CMS number for orig Agreement, and any prior chg docs

**Program Name**

Energy & Mineral Impact Assistance Program

(Acctg Dropdwn EIAF)

**Funding Account Codes**

Enter CTGG1 number

**DLG Portal Number**

Insert DLG Portal number for this Project

**Current Grant Agreement Expiration Date**

Month Day, Year

**Prior Grant Agreement Expiration Date**

Month Day, Year

**Grant Amount**

Initial Award: \$0.00

Option Letter # and date effective/spendable:  
\$0.00

Option Letter # and date effective/spendable:  
\$0.00

Total Grant Amount: \$0.00

**DOLA Regional Manager**

Choose an item.

**DOLA Regional Assistant**

Choose an item.



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**STATE OF COLORADO**  
Jared S. Polis, Governor  
Colorado Department of Local Affairs

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

---

By: Maria De Cambra, Executive Director

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

---

By: Beulah Messick, DOLA Controller Delegate

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

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

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**1. OPTIONS.** Choose all applicable options listed in §1 and in §2:

- A. ☐ Option to extend (use this option for Extension of Time)
- B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
- C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

**2. REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3** and **4.5.2** of **Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within __ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within __ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within __ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

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Quarter	Year	Due Date	Pay Request	Status Report
4 <sup>th</sup> (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2026	January 30, 2027	Yes	Yes

- B. For use with Option 1(B): In accordance with Section 7(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line	Cost Category	Cost	Funds	Funds	Source
#					
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

Payment	Amount	
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## EIAF-25-080 - MHN Douglas County Ponderosa Pines Roadway Infrastructure

Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>		

- C. **For use with Option 1(C):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2 of Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line	Cost Category	Cost	Funds	Funds	Source
#					
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

### 3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Alan Stanton, Commander

**DESCRIPTION:** Motion for Amendment of Exhibit D, Recreational Vehicle Parking Restriction Areas, Including Additional Locations within the County to Control and Regulate the Parking of Recreational Vehicles on Public Property, from Ordinance O-25-001, An Ordinance For The Regulation Of Traffic And Parking.

**SUMMARY:** On April 22, 2025, the Board of County Commissioners (“Board”) adopted Ordinance No. O-025-001, an Ordinance for the Regulation of Traffic and Parking; Repealing All Ordinances and Resolutions in Conflict Therewith; and Providing Penalties for Violation Thereof (the “Ordinance.”). Part III, Section 4 of the Ordinance pertains to restricted parking on specific Douglas County Master Plan areas at the request of the community and/or the Douglas County Sheriff’s Office. Said Master Plan areas are identified on Exhibit D to the Ordinance.

From time to time, the County receives requests for enforcement on additional Master Plan Areas. Pursuant to Part III, Section 4 of the Ordinance, for the purpose of expedience, such additional areas may be added to the Ordinance, without requiring an amendment to the Ordinance itself, through an amendment to Exhibit D to be approved by motion of the Board of County Commissioners. The County has received requests for enforcement on additional Master Plan Areas.

**RECOMMENDED ACTION:** Request the Board Chair review and approve the attached amended Exhibit D, by motion, as contemplated by Part III, Section 4 of the Ordinance.

**REVIEW:**

Darren Weekly	Approve	6/16/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Amended Exhibit D O-025-001 061025

Ordinance No. O-025-001 An Ordinance for the Regulation of Traffic and Parking final May 24 2025

**EXHIBIT D**  
**RECREATIONAL VEHICLE PARKING RESTRICTION AREAS**

- Primary Urban Area (Highlands Ranch);
- Chatfield Urban Area;
- Parker Municipal Planning Area (such as Stonegate, remains unincorporated);
- Lone Tree Municipal Planning Area
- Roxborough SUA

**ORDINANCE NO. O-025-001**

**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(1)(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 I. Residential Parking Permit Areas**

##### **Purpose.**

Sometimes persons in residential areas request assistance reducing hazardous traffic conditions resulting from nonresidents competing with residents to park their vehicles in certain residential areas; to protect those residential areas from polluted air, excessive noise, and refuse caused by the entry of nonresident vehicles; to protect residents from unreasonable burdens in gaining access to their residences; to preserve the character of residential areas; to promote efficiency in maintaining streets in residential areas in a clean and safe condition; to preserve the value of the property in residential areas; to promote traffic safety and the safety of children and other pedestrians in residential areas; and to promote the peace, comfort convenience, and welfare of all residents of the County.

##### **Establishment.**

The Board hereby establishes Residential Parking Permit Areas in the areas more particularly described in 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 April 8, 2025 and ordered published in the DENVER POST.

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

By: \_\_\_\_\_

Abe Laydon, Chair

ATTEST: \_\_\_\_\_

Hayley Hall  
Hayley Hall, Deputy Clerk



**ADOPTED ON SECOND AND FINAL READING** on April 22, 2025, and ordered published by reference to title only in the DENVER POST.

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

By: \_\_\_\_\_

Abe Laydon, Chair

ATTEST: \_\_\_\_\_

Hayley Hall  
Hayley Hall, Deputy Clerk



## CERTIFICATE

I hereby certify that the foregoing Ordinance No. 0-025-001 was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissioners of the County of Douglas on April 8, 2025, and the same was published in full in the Denver Post, a newspaper of general circulation published in Douglas County, on April 11, 2025, and thereafter was adopted on second and final reading, as amended, at a regular public hearing of the Board of County Commissioners of the County of Douglas on April 22, 2025. Said ordinance was published in full on or before April 24, 2025. Said ordinance shall become effective as of May 24, 2025.



Hayley Hall  
Hayley Hall, Deputy Clerk

State of Colorado     )  
                                      )ss.  
County of Douglas    )

Subscribed and sworn to before me this 22<sup>nd</sup> day of April, 2025 by Hayley Hall, Deputy Clerk.

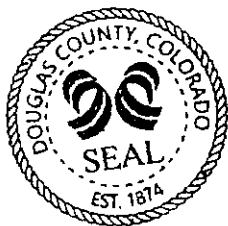
amw  
Notary Public

My commission expires: 2/8/29

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 2/8/2029

## CERTIFICATION

I, Hayley Hall, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. 0-025-001, entitled, **AN ORDINANCE FOR THE REGULATION OF TRAFFIC AND PARKING; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF**, is a true, correct and complete copy from the records in my office, that said ordinance was duly adopted by the Board of County Commissioners of Douglas County and is in full force and effect.



Hayley Hall  
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 Townville Circle to Griffith Place)  
Griffith Place (as posted - Newcastle Drive to Cresthill Lane)  
Queenscliffe Drive (as posted - Townsville Circle to 9688 Queenscliffe Dr)  
Queenscliffe Court  
Canberra Dr (as posted- northbound from 9687 Canberra Dr, including the cul-de-sac)  
Canberra Court  
Parramatta Place (as posted- Queenscliffe Dr to Rockhampton Way)

Redstone Elementary

South of the school:

Brady Place

Ponderosa High School

North of the school:

Meadow View (as posted- to Pine Forest Lane on east and west end of Meadow View)  
Tamarac Court  
Red Oak Way (as posted-Meadow View to Pine Forest Lane)  
Bur Oak Lane (as posted- Meadow View to Pine Forest Lane)  
Honey Locust Court



Chaparal High School

South of the school (Stonegate Terrace Subdivision) bounded by Lincoln Avenue,  
Stonegate Parkway, Brookstone Drive and Chambers Road:

As posted:

Brookstone Drive

Onyx Drive

Greenstone Circle

Greenstone Lane

Hedgeway Drive

Crystallo Drive

Crystallo Court

Citrine Court

Alabaster Court

Malachite Court

Tourmaline Court

Verdigris Street

Alabaster Court

**EXHIBIT B**  
**PRIVATE PARKING RESTRICTED AREAS**

Highlands Ranch Recreation Center at Northridge, 8801 South Broadway, Highlands Ranch, Colorado

Highlands Ranch Recreation Center at Southridge, 4800 McArthur Ranch Road, Highlands Ranch, Colorado.

Highlands Ranch Recreation Center at Eastridge, 9568 South University Boulevard, Highlands Ranch, Colorado.

Highlands Ranch Recreation Center at Westridge, 9650 South Foothills Canyon Boulevard, Highlands Ranch, Colorado.

Backcountry Parking Area, 11950 Monarch Blvd., Highlands Ranch, Colorado.

Pinewood Townhome Association, Inc. (Pinery) 6500 North Pinewood Drive

Athletic Club at Inverness 374 Inverness Drive South.

Hydrogen Components, Inc., 12420 North Dumont Way, Littleton, Colorado

Highlands Ranch Learning Center, 405 Dad Clark Drive, Highlands Ranch, Colorado.

AMC Highlands Ranch 24, 103 West Centennial Boulevard, Highlands Ranch, Colorado

Valor Christian High School, 3775 Grace Boulevard, Highlands Ranch, Colorado

Big Dry Park - 9898 Atherton Way Highlands Ranch, Colorado 80130

Civic Green Park - 9370 Ridgeline Blvd Highlands Ranch 80129 (also the 530-700 block of Green Ash St, Highlands Ranch, Colorado 80129)

Dad Clark Park - 3385 Astorbrook Cir Highlands Ranch, Colorado 80126

Falcon Park - 9555 Fall Brooke Dr Highlands Ranch, Colorado 80130

Fly N B Park - 2910 Plaza Dr Highlands Ranch, Colorado 80129

Foothills Park - 1042 Riddlewood Rd Highlands Ranch, Colorado 80129

High Line Canal Parking Lot-1514 W. County Line Road, Littleton, Colorado 80129

Highlands Ranch Mansion - 9950 E Gateway Dr Highlands Ranch, Colorado 80126

Marcy Park - 9373 Desert Willow Rd Highlands Ranch, Colorado 80126

Northridge Park – 8800 S Broadway Highlands Ranch, Colorado 80129

Paintbrush Park - 4901 Valleybrook Dr Highlands Ranch, Colorado 80130

Plum Valley Park - 10230 S Westridge Village Pkwy Highlands Ranch, Colorado 80129

Redstone Park/Lebsack Tennis - 3280 Redstone Park Cir Highlands Ranch, Colorado 80129

Red-tail Park - 2674 Pemberly Ave Highlands Ranch, Colorado 80126

South Park Pickle Ball Complex-400 W. County Line Road, Highlands Ranch Colorado 80129

Spring Gulch Park - 9920 Silver Maple Rd/10404 Hollyhock Ct Highlands Ranch, Colorado 80129

Spring Gulch Equestrian Area - 9490 N Highway 85 Highlands Ranch, Colorado 80129

Spring Gulch Pond - North of 8189 Brandon Dr Highlands Ranch, Colorado 80125

Tanks Park - 10371 S Broadway Highlands Ranch, Colorado 80129

Toepfer Park - 9320 S Venneford Ranch Rd Highlands Ranch, Colorado 80126

**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);

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Michael McIntosh, Division Chief

**DESCRIPTION:** 2025 SWAT Medic Purchase Order in the Amount of \$150,000.00.

**SUMMARY:** On December 12, 2023, the Board of County Commissioners approved the Fourth Amendment to the Intergovernmental Agreement for the Provision of SWAT Team Medics to Extend the Agreement through December of 2026 and increase the Maximum Contract for 2024 to \$125,000, for 2025 to \$150,000 and for 2026 to \$150,000.

We request the Board to approve the 2025 purchase order request to South Metro Fire Rescue in the amount of \$150,000 as per the Fourth Amendment of the IGA. This amount is available in the approved 2025 budget.

**RECOMMENDED ACTION:** Request the Board approve the purchase order request in the total amount of \$150,000 to South Metro Fire Rescue for the 2025 SWAT Team Medics per the Fourth Amendment to the Intergovernmental Agreement approved December 12, 2023.

**REVIEW:**

Darren Weekly	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

822110\_South Metro Fire\_\$150,000



Vendor
South Metro Fire Rescue
Fire Protection District
9195 East Mineral Avenue
Centennial, CO 80112

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
1	ea	SWAT Medic Services for 2025 (per attached Fourth Amendment) - NOT TO EXCEED	\$ 150,000.00	\$ 150,000.00
Special Instructions:			Total Price	\$ 150,000.00

**\*\* PLEASE ATTACH A COPY OF THE AGENDA ITEM FOR ALL BOCC APPROVED PURCHASES \*\***

FOR PURCHASING USE ONLY			
Purchase Order No.:	_____	Accounting Review:	_____
Vendor Number:	_____	Budget Review:	_____
Date Entered:	_____	Cty Manager Approval:	_____
Entered By:	_____	BOCC Approval:	_____
		BOCC Approval:	_____

**MEETING DATE:** December 12, 2023

**STAFF PERSON  
RESPONSIBLE:** Captain Dan McMillan

**DESCRIPTION:** Fourth Amendment to the Intergovernmental Agreement with South Metro/Cunningham Fire Rescue Authority for the Provision of SWAT Team Medics to Extend the Agreement through December of 2026 and to Increase the Maximum Contract Liability for 2024 to \$125,000, for 2025 to \$150,000, and for 2026 to \$175,000

**SUMMARY:** This Fourth Amendment will extend the current IGA with South Metro for three years and will increase the Maximum Contract Liability each year as outlined above, subject to annual appropriations by both Parties, based upon South Metro's projected cost increases for SWAT medics and the potential increase in the number of SWAT calls.

SMFR continues to provide a high level of TEMS skills to DCSO Deputies while conducting high-risk calls for service.

If approved, the additional funding for 2024 will be requested from LEA contingency or through a supplemental appropriation. For future years, it is anticipated that additional funding will be requested through the annual budget development process.

**RECOMMENDED  
ACTION:** Request that the Board approve the Second Amendment through DocuSign and the related funding.



## **FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SWAT TEAM MEDICS**

This Fourth Amendment to Intergovernmental Agreement for the Provision of SWAT Team Medics (this “Amendment”) is entered by and between the SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro”) and the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY (the “County”), on behalf of the DOUGLAS COUNTY SHERIFF’S OFFICE (“DCSO”), all of which are political subdivisions of the State of Colorado, and are collectively referred to herein as the “Parties” or singularly referred to as “Party.”

### **RECITALS**

A. The South Metro/Cunningham Fire Rescue Authority (“South Metro/Cunningham”) and the County, on behalf of the DCSO, entered into that certain Intergovernmental Agreement for the Provision of SWAT Team Medics dated as of March 12, 2018 (the “Agreement”); and

B. South Metro/Cunningham subsequently assigned its obligations under the Agreement to South Metro pursuant to that certain South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 and that certain Joint Resolution Concerning the Consolidation of South Metro Fire Rescue Fire Protection District and Cunningham Fire Protection District adopted on December 2, 2019 by South Metro/Cunningham, South Metro, and Cunningham Fire Protection District; and

C. South Metro and the County entered into a First Amendment to the Agreement Dated January 27, 2021 to amend the services provided by South Metro and extend the term of the Agreement for the period of January 1, 2018 through December 31, 2021; and

D. South Metro and the County entered into a Second Amendment to the Agreement dated September 8, 2021 to amend the services provided by South Metro, the compensation and expenses, and the term of the Agreement for the period of January 1, 2018 through December 31, 2023; and

E. South Metro and the County entered into a Third Amendment to the Agreement dated November 8, 2023 to amend the Maximum Contract Liability; and

F. The Parties desire to amend the Agreement, as further described herein.

### **AGREEMENT**

1. Compensation and Expenses. Section IV.B.2 of the Agreement, as amended, is deleted in its entirety and replaced with the following:

## IV. COMPENSATION AND EXPENSES

### B. DCSO's Obligations

2. Maximum Contract Liability. DCSO's maximum annual cost sharing liability pursuant to Section IV.B.1. is \$125,000 in 2024, \$150,000 in 2025, and \$150,000 in 2026, subject to annual appropriation as outlined in Section V.B. of the Agreement. South Metro agrees to monitor the incremental costs incurred throughout the calendar year and provide an estimate of the full-year incremental costs to DCSO by no later than October 1<sup>st</sup> of each year. In the event that the full-year estimate for the current calendar year is expected to exceed the Maximum Contract Liability, a formal amendment to increase the Maximum Contract Liability for that year would be required. The Maximum Contract Liability does not include the cost of tactical training and safety equipment provided by the DCSO pursuant this Agreement.

2. Extension of Term. Section V.A. of the Agreement, as amended, is modified as follows:

## V. OTHER PROVISIONS

- A. Term of Agreement. The term of this Agreement shall commence on January 1, 2018 and shall continue in full force and effect until December 31, **2026**, subject to annual appropriation by the Parties, unless terminated earlier, in writing, by mutual agreement of the Parties, or as provided in this paragraph. Either Party may terminate this Agreement upon forty-five (45) days written notice to the other Party.

3. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

4. No Other Modifications. Except as expressly set forth herein, no other terms or provisions of the Agreement are modified or amended hereby.

5. Counterpart Execution. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed effective as of the most recent date stated below.

**SOUTH METRO FIRE RESCUE FIRE  
PROTECTION DISTRICT**

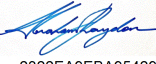
By:   
Robert F. Baker, Fire Chief

ATTEST:

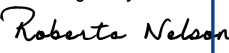
By: Barbara A Andrus

Date: 11/29/2023

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY:**

DocuSigned by:  
  
BY: 2322EA9EBA95429...  
Abe Laydon  
Chair


DATE: 12/15/2023 DS

ATTEST:  
DocuSigned by:  
  
7DCE6DB0F8A540B...  
Roberta Nelson  
Clerk to the Board



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

**APPROVED AS TO FISCAL CONTENT:**


DocuSigned by:  
  
80C333BC1187403...  
Andrew Copland  
Director of Finance

DATE: 12/14/2023

**DOUGLAS COUNTY SHERIFF'S OFFICE:**


DocuSigned by:  
  
BY: 1BF875D3B2A64AC...  
Darren Weekly  
Sheriff

DATE: 12/5/2023

APPROVED AS TO CONTENT:  
DocuSigned by:  
  
B5C95B8DCFAB4AA...  
Doug DeBord  
Douglas J. DeBord  
County Manager

DATE: 12/14/2023

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
  
1C7B1C78DB0B447...  
Kelly Dunnaway  
Deputy County Attorney

DATE: 12/13/2023

Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

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For the Twelve Months Ending December 31, 2025

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
822110 SWAT TEAM								
300000 REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
310000 TAXES	.00	.00	.00	.00	.00	.00	.00	.0
310000 TAXES	.00	.00	.00	.00	.00	.00	.00	.0
330000 INTERGOVERNMENTAL	.00	.00	.00	.00	.00	.00	.00	.0
330000 INTERGOVERNMENTAL	.00	.00	.00	.00	.00	.00	.00	.0
340000 CHARGES FOR SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
340000 CHARGES FOR SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
350000 FINES & FORFEITS	.00	.00	.00	.00	.00	.00	.00	.0
350000 FINES & FORFEITS	.00	.00	.00	.00	.00	.00	.00	.0
360000 EARNING ON DEPOSITS & INVESTME	.00	.00	.00	.00	.00	.00	.00	.0
360000 EARNING ON DEPOSITS & INVESTME	.00	.00	.00	.00	.00	.00	.00	.0
380000 MISCELLANEOUS REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
380000 MISCELLANEOUS REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
390000 OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	.00	.00	.0
390000 OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	.00	.00	.0
300000 REVENUES	.00	.00	.00	.00	.00	.00	.00	.0
400000 EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	.0
410000 PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
411100 Salaries & Wages-Regular (FT	1,771.40	.00	.00	.00	.00	.00	.00	.0
412100 Overtime/Straight - Reg.	8,500.55	.00	1,596.31	.00	.00	.00	(1,596.31)	(100.0)
412300 On-Call Pay	16,905.48	43,700.00	6,092.64	.00	43,700.00	43,700.00	37,607.36	86.1
420200 Academy Training	20,000.00	.00	.00	.00	.00	.00	.00	.0
430200 Social Security	.00	3,343.00	.00	.00	3,343.00	3,343.00	3,343.00	100.0

Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

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For the Twelve Months Ending December 31, 2025

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
410000 PERSONNEL SERVICES	47,177.43	47,043.00	7,688.95	.00	47,043.00	47,043.00	39,354.05	83.7
433000 SUPPLIES	.00	.00	.00	.00	.00	.00	.00	.0
433400 Operating Supplies	2,337.10	2,300.00	191.92	.00	2,300.00	2,300.00	2,108.08	91.7
433420 Employee Recognition Supplie	.00	200.00	.00	.00	200.00	200.00	200.00	100.0
433500 Clothing & Uniforms	23,779.31	14,000.00	2,876.12	61,210.32	74,000.00	74,000.00	9,913.56	13.4
433700 Firearm Supplies	28,434.00	59,800.00	21,250.00	7,393.00	124,800.00	132,193.00	103,550.00	78.3
433710 Firearm Accessories	3,452.25	4,300.00	249.50	.00	27,200.00	27,200.00	26,950.50	99.1
433720 Firearms (< \$500)	384.00	.00	.00	.00	.00	.00	.00	.0
433000 SUPPLIES	58,386.66	80,600.00	24,567.54	68,603.32	228,500.00	235,893.00	142,722.14	60.5
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
438200 C.A.-Firearms/Tasers	4,106.00	3,300.00	.00	.00	3,300.00	3,300.00	3,300.00	100.0
438350 C.A.-Communication Equipment	.00	1,200.00	.00	.00	1,200.00	1,200.00	1,200.00	100.0
438500 C.A.-Computer-Related	.00	.00	2,750.00	.00	.00	.00	(2,750.00)	(100.0)
438800 C.A.-Other Equipment	2,621.12	20,200.00	.00	.00	20,200.00	20,200.00	20,200.00	100.0
438000 CONTROLLABLE ASSETS (C.A.)	6,727.12	24,700.00	2,750.00	.00	24,700.00	24,700.00	21,950.00	88.9
439000 PURCHASED SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
443100 Medical, Dental & Vet Servic	.00	1,100.00	.00	.00	1,100.00	1,100.00	1,100.00	100.0
443600 Other Professional Services	.00	125,000.00	104,940.00	26,610.00	150,000.00	275,000.00	143,450.00	52.2
444300 Equipment Rental	39,226.29	.00	(861.87)	.00	.00	.00	861.87	(100.0)
444400 Service Contracts	198.00	.00	.00	.00	.00	.00	.00	.0
444700 Other Repair & Maint. Servic	.00	1,000.00	.00	.00	1,000.00	1,000.00	1,000.00	100.0
445300 Travel Expense	.00	5,000.00	6,293.30	.00	5,000.00	5,000.00	(1,293.30)	(25.9)
446100 Conference,Seminar, Train Fe	11,250.00	9,000.00	2,958.00	.00	9,000.00	9,000.00	6,042.00	67.1
446300 Prof. Membership & Licenses	460.00	900.00	50.00	.00	900.00	900.00	850.00	94.4
446500 Other Training Services	.00	.00	.00	25,000.00	.00	.00	(25,000.00)	(100.0)
447250 Range Fees	1,675.00	1,700.00	2,010.00	.00	2,000.00	2,000.00	(10.00)	(.5)
439000 PURCHASED SERVICES	52,809.29	143,700.00	115,389.43	51,610.00	169,000.00	294,000.00	127,000.57	43.2

Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

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For the Twelve Months Ending December 31, 2025

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
449055 Fuel Charges	3,908.79	7,080.00	1,470.81	.00	4,110.00	4,110.00	2,639.19	64.2
449056 Fleet Maintenance	13,177.97	17,301.00	10,989.41	.00	14,730.00	14,730.00	3,740.59	25.4
449057 Fleet Outside Repairs	1,185.00	1,005.00	290.00	.00	70.00	70.00	(220.00)	(314.3)
449058 Fleet Internal Labor	9,038.36	2,190.00	2,764.47	.00	7,420.00	7,420.00	4,655.53	62.7
449000 FIXED CHARGES	27,310.12	27,576.00	15,514.69	.00	26,330.00	26,330.00	10,815.31	41.1
455000 GRANTS, CONTRIBUTIONS, INDEMN	.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEMN	.00	.00	.00	.00	.00	.00	.00	.0
466000 INTERGOVERNMENTAL SUPPORT SVC.	.00	.00	.00	.00	.00	.00	.00	.0
466000 INTERGOVERNMENTAL SUPPORT SVC.	.00	.00	.00	.00	.00	.00	.00	.0
469000 INTERDEPARTMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
469000 INTERDEPARTMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
471000 CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	.0
474300 Cars, Vans, Pickups	15,696.79	15,207.00	.00	.00	.00	.00	.00	.0
474350 Capital Com.SystemsRadio	.00	.00	.00	72,685.20	80,000.00	80,000.00	7,314.80	9.1
474800 Other Machinery & Equip.	15,700.00	15,700.00	4,966.40	84,776.00	77,100.00	77,100.00	(12,642.40)	(16.4)
471000 CAPITAL OUTLAY	31,396.79	30,907.00	4,966.40	157,461.20	157,100.00	157,100.00	(5,327.60)	(3.4)
480000 CONTINGENCIES & RESERVES	.00	.00	.00	.00	.00	.00	.00	.0
480000 CONTINGENCIES & RESERVES	.00	.00	.00	.00	.00	.00	.00	.0
400000 EXPENDITURES	223,807.41	354,526.00	170,877.01	277,674.52	652,673.00	785,066.00	336,514.47	42.9
822110 SWAT TEAM	223,807.41	354,526.00	170,877.01	277,674.52	652,673.00	785,066.00	336,514.47	42.9

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Phil Domenico, Division Chief

**DESCRIPTION:** FY 2026 Colorado Correctional Treatment Board Local Funding Program for Recovery Support Services Award in the Amount of \$30,000.00.

**SUMMARY:** The Correctional Treatment Board is a seven-member Board established to oversee the Correctional Treatment Cash Fund. The purpose of the Board is to ensure a fair and reasonable allocation of cash funds across the state distributed in accordance with statutory intent. These funds are to be used with justice involved adults and juveniles for alcohol and drug screening, assessment and evaluation, alcohol and drug testing, substance abuse education and training, treatment for assessed substance abuse and co-occurring disorders, and recovery support services. Local treatment boards are responsible for assessing treatment services needs within their respective judicial district and making prioritized funding recommendations to the CTB on an annual basis.

Douglas County Sheriff's Office - Detentions Division's Reintegration Program began as a collaborative effort between various county departments to examine the recidivism rates of Douglas County Jail's inmate population, and to address the reason why they re-offend. Those needs primarily include substance abuse treatment, mental health treatment, shelter, transportation, food assistance, and clothing assistance. Without access to these essential resources, individuals risk returning to custody due to failure to appear for court, or for probation violations.

The Reintegration Program meets with justice-involved individuals at the Douglas County Jail to discuss their re-entry plans and concerns and connect them with community resources relevant to their situation. These funds would help provide tangible resources on top of the informational resource packets for those that release homeless, without access to transportation, food, and daily essential items.

The \$30,000 would be used to provide transportation, backpacks, recovery support items, housing, and educational materials for Reintegration clients. The



award ends on June 30, 2026.

**RECOMMENDED  
ACTION:**


Request that the Board accept the funding award and sign the Statement of Award through DocuSign.

**REVIEW:**


Darren Weekly	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

FY26-SOA-23rd-Douglas-Reintegration Program


COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
STATEMENT OF AWARD	23 <sup>rd</sup> Judicial District	

RECIPIENT NAME AND ADDRESS	
Kim Browning Contracts and Grants Administrator Douglas County Sheriff 4000 Justice Way Castle Rock, CO 80109	
<b>AWARD DATE:</b>	July 1, 2025
<b>AWARD END DATE:</b>	June 30, 2026
<b>AWARDED PROJECT:</b> REINTEGRATION PROGRAM	<b>AMOUNT AWARDED:</b> \$30,000
<b>AWARD CONDITIONS</b>	
The above funding award is subject to the Award Terms and Conditions attached hereto.	
COLORADO CORRECTIONAL TREATMENT BOARD	RECIPIENT ACCEPTANCE
Jaime FitzSimons or Heather Salazar Co-Chairs Colorado Correctional Treatment Board	Kim Browning Contracts and Grants Administrator Douglas County Sheriff
SIGNATURE OF APPROVING OFFICIAL	SIGNATURE OF AUTHORIZED RECIPIENT
DATE	DATE


COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
AWARD TERMS AND CONDITIONS	PAGE 2 of 5	

*Conditions of Award*

1. This award shall not be effective or enforceable until the Award Notice is approved and signed by an authorized signatory of the recipient and the Colorado Correctional Treatment Board (the "Effective Date"). The recipient shall use the funds provided under this award to complete the work detailed in the recipient's Correctional Treatment Board Funding Application, attached hereto as Exhibit A, on or before the Award End Date. The Correctional Treatment Board (the "Board") shall not be liable to pay or reimburse the recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date. The recipient may request an extension of the Award End Date by submitting a request in writing to the Board outlining good cause for the extension. The Board may, in its sole discretion, grant an extension to the Award End Date. The Board shall provide timely written notice of its decision to grant or deny the extension request to the recipient.
2. Funds provided under this award shall be used only for eligible costs identified in Exhibit A and in accordance with C.R.S. section 18-19-103. Failure to use funds for eligible expenses or in compliance with the intent of the Correctional Treatment Cash Fund may result in revocation of the award, termination of this agreement, and return of funds.
3. Funds provided under this award shall not be used for services that are funded by Medicaid for Medicaid-eligible clients.
4. The maximum amount payable to the recipient pursuant to this award is limited to the Amount Awarded as indicated on the Award Notice to which these conditions are attached.
5. The recipient shall provide the Board with immediate written notification of:
  - a. Recipient's inability to expend award funds for the purposes identified in Exhibit A;
  - b. Recipient's inability to expend award funds in compliance with C.R.S. section 18-19-103; or
  - c. Any expenditure of award funds made for any purpose other than those for which this award is intended.
6. The recipient agrees to provide reimbursement requests for eligible expenses incurred no later than the 10<sup>th</sup> day of the month following the month in which the expense was incurred. Reimbursement requests must be supported by pertinent purchasing documentation and accompanied by proof that services have been performed. Upon receipt and approval of reimbursement requests, the Board shall promptly pay through its normal payment procedures.
7. The recipient shall submit quarterly (April, June, October, December) programmatic reports detailing the activities and outcomes of the projects funded by the award using the Correctional Treatment Board Quarterly Reporting Form attached hereto as Exhibit B. In addition to the foregoing programmatic reports, the recipient shall provide any additional information reasonably requested by the Board.


COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
AWARD TERMS AND CONDITIONS	PAGE 3 of 5	

8. Onsite monitoring by the Board or its designee may occur during the Award Period. Onsite monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The recipient agrees to provide the Board or its designee reasonable access during regular business hours to all records, information, and physical locations necessary for the Board or its designee to perform onsite monitoring. The Board shall provide the recipient advance notice of onsite monitoring visits.
9. The recipient shall make, keep, maintain, and allow inspection and monitoring by the Board, or its designee, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The recipient shall maintain such records for a period of seven years after the Award End Date.
10. The Board or its designee shall have the right to inspect the recipient's performance at all reasonable times and places during the Award Period. The recipient shall permit the Board or its designee to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy, and/or transcribe the recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Board shall not unduly interfere with the recipient's performance hereunder.
11. At the Board's sole discretion, payments made to the recipient in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the recipient, may be recovered by deduction from subsequent payments under this Award or other grants or agreements between the Board and recipient or by other appropriate methods and collected as a debt due to the State of Colorado.
12. The recipient and the Board shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
13. The recipient certifies that funds provided by the Board under this award will not be used to supplant local funds.
14. The recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
15. This award shall not be deemed or construed to create a partnership or joint venture between the recipient and the Board. All persons employed by the recipient or recipient's subgrantees shall be considered employees of the recipient or the recipient's subgrantees and shall not be employees of the Colorado Judicial Department or the State of Colorado for any purpose as a

COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
AWARD TERMS AND CONDITIONS	PAGE 4 of 5	

result of this award. For purposes of this provision, subgrantees mean third parties, if any, engaged by the recipient to aid in the performance of its obligations under this award.

16. The recipient warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory to sign the Award Notice to execute this award and to bind the recipient to its terms. If requested by the Board, the recipient shall provide proof of the recipient's authority to enter into this grant award within 15 days of receiving such request.
17. If the recipient is a public entity within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended (the "CGIA"), the recipient shall maintain during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. The recipient shall show proof of such insurance satisfactory to the Board upon request.
18. If the recipient is not a public entity within the meaning of the CGIA, the recipient shall maintain during the term of this award insurance in the following kinds and amounts:
  - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the recipient's employees acting within the course and scope of their employment.
  - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the recipient shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Board a certificate or other document satisfactory to the Board showing compliance with this provision.
  - c. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 for each accident combined single limit.
  - d. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
  - e. Coverage required by this provision shall be primary over any insurance or self-insurance program carried by the State of Colorado.
  - f. The recipient shall require all insurance policies in any way related to this award and secured and maintained by the recipient to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
19. The recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements in the kinds and amounts substantially similar to those

COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
AWARD TERMS AND CONDITIONS	PAGE 5 of 5	

required in Section 18 herein. For purposes of this provision, subgrantees mean third parties, if any, engaged by the recipient to aid in the performance of its obligations under this award.

20. If the recipient fails to comply with the terms and conditions of this award, the Board may (i) terminate or revoke this award in whole or in part; (ii) suspend the recipient's performance with respect to all or any portion of this award pending necessary corrective action as specified by the Board, during which period of suspension the Board shall not be liable to reimburse the recipient for costs incurred; (iii) withhold payment to the recipient until corrections in the recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the recipient's subgrantees whom the Board deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
21. If funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Board may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.
22. The construction, interpretation, and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.
23. Enforcement of all rights and obligations hereunder is reserved solely to the Board and recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.



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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Alan Stanton, Commander

**DESCRIPTION:** FY2026 High Visibility Enforcement Driving Under the Influence (DUI) Grant Award Acceptance in the Amount of \$65,000.00.

**SUMMARY:** On June 10, 2025, the Sheriff's Office received an award letter approving funding in the amount of \$65,000 in the form of a State of Colorado Purchase Order through the Colorado Department of Transportation (CDOT) for the FY2026 HVE/DUI enforcement operations within Douglas County.

The purpose of the HVE funding is to reimburse the Sheriff's Office for overtime hours related to DUI enforcement operations that are worked within the enforcement period of July 1, 2025 through June 30, 2026.

The award letter, application, and the State of Colorado Purchase Order are included for reference.

**RECOMMENDED  
ACTION:** Request that the Board accept the FY2026 High Visibility Enforcement (HVE) Driving Under the Influence (DUI) Grant Award in the amount of \$65,000 and approve spending authority - no signatures are required.

**REVIEW:**

Darren Weekly	Approve	6/16/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Doug CO HVE SFY26 Award Letter  
Douglas Co SO HVE SFY26 PO 411041710  
SFY26 HVE Application\_submitted 05072025





# COLORADO

## Department of Transportation

Office of Transportation  
Safety & Risk Management

2829 W. Howard Place  
Denver, CO 80204-2305

6/10/2025

To: Douglas County Sheriff's Office

From: Lisa J Totman, Highway Safety Office, Colorado Department of Transportation

Re: State Fiscal Year 2026 High Visibility Enforcement Award

The Colorado Highway Safety Office (HSO) would like to thank you for your dedication to improving traffic safety in your community. We are pleased to inform you that your High Visibility Enforcement (HVE) State Funded grant application is approved. Your agency has been awarded:

Enforcement: **\$65,000**

Community Events: **\$0**

You may proceed with enforcement activity planning as it coincides with the HVE enforcement periods for State Fiscal Year 2026 (July 1, 2025 - June 30, 2026). Your award packet includes: a copy of your purchase order, your claim workbook which includes the enforcement campaign calendar, Officer Activity Report template and this award letter. If you need copies of any of these documents, please inform your Law Enforcement Liaison. A few other updates:

- **Community engaged education: New this fiscal year.** If you included Community Educational funding on your application, and have approved for funding for these events, please report any community events on the first claim following the educational event. Any attendance sheets, Agendas and or communications for the event should be attached to the claim.
- **\$50/ hour flat rate or Overtime Rate (Time and a Half):** This is solely based on the agency and how they reimburse their officers working the grant. If an **overtime** rate is greater than \$50/hour, it needs to be the actual personnel salary overtime rate, not an "off duty" rate.
- **Arrest stats entered into the Traffic Safety Portal:** Enforcement plans and subsequent arrest data must be entered into the [Traffic Safety Portal](#) in order for your claim to be paid. If you need help accessing this system, contact your Law Enforcement Liaison.

Please contact your Law Enforcement Liaison Erin Brannan if you need further clarification.

**Thank you for your commitment to improving traffic safety.**

Sincerely,

*Lisa J Totman*

Lisa J Totman  
Program Controls Analyst  
High Visibility Enforcement  
Colorado Highway Safety office



Colorado Dept of Transportation  
2829 W. Howard Place  
Denver CO 80204

DATE: 05/14/2025



**Purchase Order**  
State of Colorado

**Buyer:** Richard Clark  
**Phone Number:**  
**Agency Contact:** Lisa Totman  
**Phone Number:** 303-512-5003

**IMPORTANT**  
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

**PO# 411041710**  
**Award#:**  
**BID#:**



Page# 1 of 1

**Vendor Master#:** 2000062  
**Phone:** 303-660-7455-...  
**Vendor Contact:**

V DOUGLAS COUNTY  
E 4000 JUSTICE WAY  
N CASTLE ROCK CO 80109  
D  
O  
R

**INSTRUCTIONS TO VENDOR**

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

**Invoice**

**TO:** CDOT OFFICE OF TRANSP. SAFETY  
2829 W. Howard Place  
DENVER CO 80204

**Payment will be made by this agency**

**Ship**

**TO:** Colorado Dept of Transportation  
2829 W Howard Pl  
Denver CO 80204

**Delivery/Installation Date: 06/30/2026**  
**PO Expiration Date: 06/30/2026**

**SPECIAL INSTRUCTIONS**

**\*Office of Transportation Safety High Visibility Enforcement Program 2026 Location: Douglas County Effective 07/01/2025 through 06/30/2026**

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 Douglas Co SO HVE SFY26	*** 7001	65,000.00 0	1.00	65,000.00

I agree to comply with the statements made and contained under the title Certification and Assurances in the Office of Transportation Safety approved application. No expenditures against this project will be paid prior to July 2024 or the PO effective date, whichever is later.

The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:  
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:  
[https://drive.google.com/file/d/1yuG\\_ONneXUAPiMPuOqDq\\_WGZJlOPqf6Y/view](https://drive.google.com/file/d/1yuG_ONneXUAPiMPuOqDq_WGZJlOPqf6Y/view)

**DOCUMENT TOTAL: 65,000.00**

**THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS**

FOR THE STATE OF COLORADO

<https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>

DP-01 (R-02/06)

Authorized Signature

Date

Signature not required if PO transmitted electronically.



# COLORADO

## Department of Transportation

2829 W. Howard Place Denver, CO 80204-2305



## HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT APPLICATION FOR FUNDING

CDOT's Office of Transportation Safety (OTS) provides funding for overtime enforcement of Colorado's impaired driving laws for the enforcement waves listed below. The selection and funding of participating agencies will be based on eligibility, problem identification, and available funds. Funding is provided and secured by the C.R.S. 43-4-903 *High-Visibility Alcohol and Drug Impaired Driving Enforcement Funding*. The official rules can be found under C.R.S. 43-4-902.

### Minimum qualifications:

- Applicant must be a municipality, city and county, or county within the State of Colorado that establishes a qualified program to conduct high visibility impaired driving enforcement and enforce the laws pertaining to alcohol and drug related offenses.
  - Agencies must be compliant with C.R.S. 24-31-903 *Division of Criminal Justice Report; Law Enforcement Integrity Reporting*. You may contact [cdps\\_dcj\\_lei@state.co.us](mailto:cdps_dcj_lei@state.co.us) or visit Law Enforcement Integrity (<https://dcj.colorado.gov/dcj-offices/ors/dsub-cuf>) for compliance information.
  - Agencies must provide a copy of their profiling policy pursuant to C.R.S. 24-31-309.
- Allowable Charges: Reimbursement for overtime enforcement activities at the agency's overtime rate (time and a half), or a flat rate of **\$50.00** per hour.

### If awarded, your agency agrees to:

- Provide overtime opportunity to SFST-certified officers in good standing for enforcement of Colorado's impaired driving laws at checkpoints, saturations patrols, increased patrols, or as dedicated enforcement cars in at least **12** enforcement periods listed below.
- Accurately verify and report all overtime worked under this grant.
- Report all enforcement plans and activity to the CDOT Traffic Safety Portal before the deadlines specified on the attached HVE Calendar
- If you need access to the traffic safety portal, notify your LEL. Link: [Traffic Safety Portal](#)
- Submit claims for reimbursement using CDOT's claim workbook forms, along with the requested data, within **45 days** of each enforcement period to your LEL.

**New!** On page 2 of this application, there is an opportunity to supplement enforcement operations with community engagement efforts—connecting with and educating your community members about the dangers of impaired driving. More details are provided on the next page.

**To apply for funding, email this completed form to your Law Enforcement Liaison  
by Friday, May 9th 2025**

**All fields highlighted in yellow are required**

<b>Agency Name:</b>		Douglas County Sheriff's Office	
<b>Agency Address:</b>		4000 Justice Way, Castle Rock, CO 80109	
Enforcement Periods SFY26		\$ Requested	Agency Contacts
4th of July Weekend	7/2/2025 - 7/7/2025	\$ 5,000.00	<b>Grant Project Coordinator:</b> Sergeant Trace Warrick
Sturgis Rally	7/31/2025 - 8/12/2025	\$ 2,500.00	Email: <a href="mailto:twarrick@dcsheriff.net">twarrick@dcsheriff.net</a>
Labor Day Crackdown*	8/15/2025 - 9/3/2025	\$ 5,000.00	Phone: 720-648-0463
Fall Festivals	9/11/2025 - 10/22/2025	\$ 8,000.00	<b>Secondary Contact:</b> Sergeant Mark O'Harold
Halloween Weekend	10/31/2025 - 11/3/2025	\$ 10,000.00	Email: <a href="mailto:moharold@dcsheriff.net">moharold@dcsheriff.net</a>
Thanksgiving Week	11/20/2025 - 12/3/2025	\$ 2,500.00	Phone: 720-474-6298
Holiday Parties*	12/11/2025 - 12/25/2025	\$ 2,500.00	<b>Budget/ Financial Contact:</b> Kim Browning
New Year's Eve Weekend	12/26/2025 - 1/1/2026	\$ 5,000.00	Email: <a href="mailto:kbrowning@dcsheriff.net">kbrowning@dcsheriff.net</a>
Winter Blitz	1/8/2026 - 1/21/2026	\$ 2,500.00	Phone Number: 303-660-7534
Super Bowl Weekend	2/5/2026 - 2/11/2026	\$ 2,500.00	<b>Head of Agency/ Chief:</b> Sheriff Darren Weekly
Presidents Week	2/12/2026 - 2/25/2026	\$ 4,000.00	Email: <a href="mailto:dweekly@dcsheriff.net">dweekly@dcsheriff.net</a>
St. Patrick's Day Wknd	3/12/2026 - 3/18/2026	\$ 8,000.00	Phone: 303-663-7722
Spring Events	4/17/2026 - 4/22/2026	\$ 2,500.00	Current Population in Jurisdiction: 393995
Memorial Day Wave*	5/21/2026 - 5/27/2026	\$ 5,000.00	Current Sworn Personnel: 428
Summer Blitz	6/4/2026 - 6/17/2026	\$ 5,000.00	Authorized Sworn Capacity: 444
<b>Community Engagement (optional, see next page)</b>		<b>Problem Identification Data 1/1/2023 - 12/31/2023</b>	
*National Enforcement Mobilization		# of impaired driving arrests: 377	
		# of impaired driving crashes: 120	
		# of impaired driving injury crashes: 16	
		# of impaired driving fatal crashes: 2	
<b>Total Grant Request: \$ 70,000.00</b>			

If any fields highlighted in yellow are left blank, your application may not be accepted.

### Application Agreement & Signature

I attest this agency is compliant with C.R.S. 24-31-903 – Division of Criminal Justice Report; Law Enforcement Integrity Reporting. You may contact [cdps\\_dcj\\_lei@state.co.us](mailto:cdps_dcj_lei@state.co.us) or visit Law Enforcement Integrity for compliance information.

Initial: TW

I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made within this application are true and complete to the best of my knowledge.

initial: TW

I have read and understand the above Reporting and Reimbursement requirements and will report all enforcement plans and subsequent results to the Traffic Safety Portal.

Initial: TW

Applicant/Agency Authorizing Official Signature:  
Typed Signature is acceptable "/S/ Full Name"

Signed by:  
  
56DA3D02785D410...

Date 5/7/2025

### CDOT USE ONLY

### Award Amount to be issued in the form of a Purchase Order:

This amount may differ from the amount requested by the applicant

**Awarded by:** Armene Piper, email: [armene.piper@state.co.us](mailto:armene.piper@state.co.us)

**Date:**



**COLORADO**  
Department of Transportation

2829 W. Howard Place Denver, CO 80204-2305



## Community Engaged Education (optional)

**New!** CDOT's Office of Transportation Safety (OTS) will provide funding for law enforcement agencies to engage with their communities for the purposes of educating them on the dangers, risks, and consequences of impaired driving ahead of High Visibility Enforcement Periods. Events can include, but are not limited to: county fairs, rodeos, festivals, or other community events that tend to correlate with alcohol or drug consumption. During these community engagements, law enforcement officers will discuss the upcoming High Visibility Enforcement Episode and encourage community members to plan ahead for sober rides. Further guidelines will be provided along with award letter that contain ideas for engaging with your community.

This optional component is designed to **supplement impaired driving enforcement efforts**. Agencies must be participating in High Visibility Enforcement Campaigns in order to be eligible to add the Community Engaged Education component.

Agencies interested in participating should provide a narrative describing how they will educate the public and inform communities about alcohol- and drug-related traffic offenses to support High-Visibility Alcohol and Drug Impaired Driving Enforcement episodes.

**Allowable Charges:** Reimbursement for overtime expenses at the agency's overtime rate (time and a half).

If awarded, your agency agrees to:

- Attend community events and engage in transparent, candid conversations with attendees about the dangers and consequences of impaired and drugged driving, including DUI-related impacts.
- Collect basic demographic information on the audience reached (e.g., estimated number of people, approximate age ranges, race, and any other relevant details).
- Conduct community engagement activities in advance of the corresponding enforcement period.
- Reach out to your Law Enforcement Liaison (LEL) if you need more information or guidance.

**Please provide a narrative on how your agency plans to conduct Community Engaged Education. Please include any community events that you will attempt to pursue, dates, locations, types of locations, etc. Please include the type of content you plan to provide and any other ideas you have for community engagement.:**

Approximately, how many community events would your agency like to attend?

Approximately, how many officers will attend each event?

Dollar Amount Requested for Community Engaged Education:



**COLORADO**  
Department of Transportation

2829 W. Howard Place Denver, CO 80204-2305



## Agency Profiling Policy

Please provide a copy of your agency's profiling policy pursuant to C.R.S. 24-31-309.

The policy may be copy/pasted in the space below or attached as a separate document and submitted with this application.

P&P-B-101 Racial/Bias Based Profiling/Policing

### I. RELEVANT STATUTES

24-31-309 R.S. Profiling – officer identification – training – definition

### II. PURPOSE

To provide guidelines for uniformed members to prevent racial or biased profiling or policing.

### III. DEFINITION OF TERMS

#### Reasonable Belief

Having knowledge of facts, which, although not amounting to direct knowledge, would cause a reasonable officer, knowing the same facts, to reasonably conclude the same thing.

#### Reasonable Suspicion

That quantity of proof or evidence that is more than a hunch but less than probable cause. Reasonable suspicion must be based on the officer's observation or specific and objective facts, and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable officer to suspect that the individual may be committing is about to commit or has committed a crime.

#### Probable Cause

Exists when a set of facts or circumstances based on reliable information, personal knowledge, or observation by an officer, reasonably shows and would lead an ordinarily prudent person to believe that a particular person has committed an offense, or that certain items are connected with a crime and therefore may be seized or searched.

#### Contact

The act of communication between a person and a law enforcement officer in which the officer does not use his authority (express or implied) or any physical force to restrict that person's freedom of movement. A contact does not require reasonable suspicion for its justification.

#### Stop

Occurs when a law enforcement officer uses his authority (express or implied) to temporarily detain a person based on reasonable suspicion that the individual may be committing, has committed, or is about to commit a crime.

#### Racial

Pertaining to a group of people classified together based on their common history, ethnicity, and culture.

#### Racial / Biased Profiling

The practice of relying solely on race, ethnicity, gender, national origin, language, religion, sexual orientation, gender identity, age, or disability in determining the existence of probable cause to place an individual in custody or reasonable suspicion to detain or conduct an investigatory stop of a vehicle, or determining the scope, substance, or duration of an investigation.

### IV. POLICY

This Office's policy is that every uniformed member shall be educated on the issue of racial / bias-based profiling/policing. Racial/bias-based profiling is a form of illegal discrimination and is strictly prohibited. This Office will take a proactive approach to address these issues and investigate any profiling allegations from members of the Office or citizens. The Office will complete a documented annual administrative review of the agency's activities with potential for bias to include, but not limited to, traffic and field contacts, asset forfeiture efforts, citizen complaints and any corrective measures taken, with agency member names omitted.

### V. PROCEDURE

#### A. Traffic Enforcement

1. Motorists shall only be subjected to stops, seizures, or detentions upon probable cause for arrest or reasonable suspicion. (Traffic stops will be made in accordance with the Patrol Standard Operating Procedures).

2. In the absence of a specific, credible report that includes many descriptors of a specific suspect, no racial or bias descriptors or combination of bias descriptors shall be used to determine probable cause for an arrest or reasonable suspicion for a stop. The exception would be if members are instructed to be on the lookout for one or more specific suspects who have been identified or described in part by age, race, ethnicity, gender, or national origin. A member may consider and rely on such information in determining whether there is reasonable articulable suspicion to believe a given individual is the person being sought.

3. In compliance with Section 24-31-309(4)(a) C.R.S. Profiling – officer identification – training – definition, a deputy will provide his business card to any citizen who is stopped and not issued a citation or arrested. The card will minimally contain the deputy's name, assignment, employee identification number, and an appropriate telephone number for the Sheriff's Office. Appropriate enforcement action should always be completed, generally in the form of a warning, citation, or arrest.

4. No motorist, once cited or warned, shall be detained beyond the point where no reasonable suspicion of further criminal activity exists (the exception to this rule is voluntary consent to search given by the motorist).

5. Search and seizures will be conducted in accordance with the Patrol Standard Operating Procedures.

#### B. Training

1. The Training Unit shall develop and deliver annual training for all staff specifically designed to address racial / biased-based profiling / policing and include legal aspects.

2. Training programs will emphasize the need to respect the rights of all citizens to be free from unreasonable government intrusion or police action, and will include an examination of the patterns, practices, and protocols that prevent biased based policing.

3. Traffic enforcement, citizen contacts, and any asset seizure and forfeiture effort will be accompanied by consistent, ongoing supervisory oversight to ensure that deputies do not exceed the parameters of reasonableness in conducting such activities.

4. Initial anti-bias training is required for all new employees, prior to assignment. All new employees will receive this training during the onboarding process. Deputies will also receive annual training in proactive enforcement tactics, including training in officer safety, courtesy, cultural diversity, laws governing search and seizure, and interpersonal communications skills.

#### C. Complaints of Racial / Biased-Based Profiling / Policing

1. Any person may file a complaint with the Office if they feel they have been stopped, detained, or searched based on racial/bias-based profiling. No person shall be discouraged, intimidated, or coerced into not filing such a complaint, or discriminated against because they have filed such a complaint.

2. Any deputy contacted by someone who wishes to file a complaint shall refer the complainant to a supervisor or Professional Standards. (Complaints will be handled in accordance with Office Policy and Procedures).

3. Supervisors shall review complaints on traffic enforcement and citizen contacts and respond, at random, to back-up deputies on these stops, if the complaint is in progress.

Supervisors shall take appropriate action when this policy is being violated, being cognizant of any pattern or practice of possible discriminatory treatment by individuals or teams.

Personnel determined to have conducted or participated in bias-based profiling will be subject to counseling or discipline and remedial training.

4. In accordance with 24-31-309(4)(c) C.R.S. Profiling – officer identification – training – definition, The Internal Affairs Commander, or their designee, will provide statistical information on complaints received by the Sheriff's Office alleging racial / biased based profiling to any member of the public upon request.

By Order of the Sheriff

**MEETING DATE:** June 24, 2025

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

**DESCRIPTION:** Fee Waiver Request in the Amount of \$1,260.00 for the ROCK-IT-RUN at Fairgrounds Regional Park.

**SUMMARY:** The request is for a fee waiver from the Live Free Association in the amount of \$1,260 for the use of Fairgrounds Regional Park Trail and Field 4 for the ROCK-IT-RUN on July 4, 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 \$1,260 for the Live Free Association.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	6/10/2025
Steve Shoultz	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Samantha Hutchison - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Staff Report - Live Free Association Fee Waiver

## Fee Waiver Staff Report

**Date:** June 9, 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 \$1,260 for the ROCK-IT-RUN at Fairgrounds Regional Park.**

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

**REPRESENTATIVE:**  
JASON ANGUIANO  
LIVE FREE ASSOCIATION  
1071 ROUND TOP LANE  
CASTLE ROCK, CO 80108

---

**Board of County Commissioners Meeting:**

**June 24, 2025 @ 1:30 p.m.**

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**I. EXECUTIVE SUMMARY**

The Live Free Association (LFA) requests a fee waiver in the amount of \$1,260 for the use of Fairgrounds Regional Park (FGRP) trail and Field 4 for the ROCK-IT-RUN on July 4, 2025.

**II. BACKGROUND.25**

Live Free Association is a 501(c)(3) non-profit organization supporting other nonprofits working in the space of mental health, PTSD, and other invisible disabilities. ROCK-IT-RUN has been an annual event since 2019. In exchange for the fee waiver, Douglas County Parks and Open Space will be named as a sponsor of the 5th Annual ROCK-IT RUN.

**III. REQUEST**

LFA requests a fee waiver in the amount of \$1,260 for the use of the FGRP trail and Field 4 for the ROCK-IT-RUN.

**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 \$1,260 for the LFA.

**ATTACHMENTS**

**PAGE**

Fee Waiver Request ..... Page 2





May 22<sup>nd</sup>, 2025

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

Board of County Commissioners,

Live Free Association (LFA), a Colorado non-profit, respectfully requests the donation of trail space by Douglas County Parks and Trails for the 5<sup>th</sup> Annual ROCK-IT RUN on Friday, July 4<sup>th</sup> from 6:00am – 11:00am. This request includes the use of trails, Sellers Gulch and East Plum Creek, surrounding the Douglas County Fairgrounds, and Field #4.

LFA is a nonprofit we launched in April of 2019 to link arms with other nonprofits working in mental health, PTSD, and other invisible disabilities.

Funds raised from this event will benefit LFA and additionally the following nonprofit organizations:

- It's A Calling Foundation ([itsacalling.org](https://itsacalling.org))

We appreciate your support over the years and acknowledge that we could not be successful without your fantastic crew. In exchange for your donation, Douglas County Parks and Open Space will be named as a sponsor of the 5<sup>th</sup> Annual ROCK-IT RUN.

I appreciate your consideration and please contact us if you have any questions.

Sincerely grateful,  
Jason Anguiano  
Founder and President  
Live Free Association



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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Amy Knopp, Manager of Rueter-Hess Reservoir

**DESCRIPTION:** Use Fee Modification Request from \$875.00 to \$500.00 for a 5-day Camp at Rueter-Hess Reservoir July 14 to 18, 2025.

**SUMMARY:** The request is for a fee modification from the Girl Scouts of Colorado from \$875 to \$500 for a 5-day camp at Rueter-Hess Reservoir July 14 to 18, 2025.

**STAFF ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or modify the current use fees and may choose to waive or reduce the fee for the Girl Scouts of Colorado saving them \$375.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	6/10/2025
Steve Shoultz	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Samantha Hutchison - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Staff Report - Girl Scouts Fee Waiver

## Fee Modification Staff Report

**Date:****To:** Douglas County Board of County Commissioners**Through:** Douglas J. DeBord, County Manager**From:** Terence T. Quinn, AICP, Director of Community Development *TQ***CC:** Amy Knopp, Recreation Manager, Rueter-Hess Reservoir  
Steven Shoultz, CPRP, Assistant Director of Parks, Trails and Building Grounds**Subject:** **Use Fee Modification Request from \$875 to \$500 for a 5-day camp at Rueter-Hess Reservoir July 14 to 18, 2025****OWNER:**  
DOUGLAS COUNTY  
100 THIRD STREET  
CASTLE ROCK, CO 80104**REPRESENTATIVE:**  
LOUISE BASHAW  
GIRL SCOUTS OF COLORADO  
7504 E. SUNSET TRAIL  
PARKER, CO 80134

---

**Board of County Commissioners Meeting:****June 24, 2025 @ 1:30 p.m.**

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**I. EXECUTIVE SUMMARY**

Girl Scouts of Colorado requests a modification of the use fee at Rueter-Hess from \$875 to \$500 for a 5-day camp during July 14 to 18, 2025, offering them a savings of \$375. The camp focuses on boating education for girls. Certified boating instructors will teach the skills for canoeing, kayaking, sailing, paddle boarding, and windsurfing.

**II. BACKGROUND**

The Girl Scouts of Colorado have been providing this camp since 2020, making 2025 their sixth year. During the five-day camp, the instructors teach non-motorized boating and water safety skills. On average, the camp has 30 participants and instructors.

**III. REQUEST**

The Girl Scouts of Colorado are requesting a fee modification from \$875 for 5 days of use to \$500 for a 5-day camp at Rueter-Hess Reservoir July 14 to 18, 2025. This fee modification will save the Girl Scouts \$375.

**IV. STAFF ASSESSMENT**

The Board of County Commissioners has the sole authority to waive or modify the current use fees and may choose to waive or reduce the fee for the Girl Scouts of Colorado saving them \$375.

## ATTACHMENTS

### PAGE

Special Event Online Submission .....	3
Rueter-Hess Invoice for Use .....	5

## Celeste Deal

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**From:** 'wordpress-admin@webolutions.com' <wordpress-admin@webolutions.com>  
**Sent:** Tuesday, May 27, 2025 1:09 PM  
**To:** Celeste Deal  
**Subject:** New submission from Rueter-Hess Special Use Application

<b>Name</b>
Louise Bashaw
<b>Email</b>
<a href="mailto:silver.bashaw@gmail.com">silver.bashaw@gmail.com</a>
<b>Phone</b>
3035034850
<b>Organization Name</b>
Girl Scouts of Colorado
<b>Type of Organization</b>
Non-profit
<b>Address</b>
7504 E sunset trail Parker, CO 80134 <a href="#">Map It</a>
<b>Website</b>
<a href="https://www.h20sportssampler.com/home">https://www.h20sportssampler.com/home</a>
<b>Event name</b>
H2O Boating Camp
<b>Event Start Date</b>
07/14/2025
<b>Event End Date</b>
07/18/2025
<b>Event Start time</b>
07:39 am
<b>Event End time</b>
03:30 pm
<b>Event location</b>
Incline
<b>Please tell us about your event. Be as specific as possible.</b>
This is a 5 day camp with instruction in canoeing, kayaking, SUP, windsurfing and sailing.
<b>Expected number of attendees:</b>

34

**Access to public:**

Free access



# Invoice

<b>Bill To:</b> Girl Scouts of Colorado	<b>Invoice #:</b> DC-001045
<b>Address:</b> 3801 E Florida Avenue	<b>Invoice Date:</b> 06/04/2025
Suite 720	<b>Invoice Due:</b> 07/14/2025
Denver, CO 80210	<b>Online Payment Validation:</b> 6211
<b>C/O:</b> Bashaw, Louise	

**For:** Girl Scouts of Colorado Day Camp:  
**Event:** 3174: Girl Scouts of Colorado Day Camp

## Monday, July 14, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	Rueter Hess Reservoir\Recreation\Rueter Hess Attendees 07/14/2025	1	\$0.00	\$0.00	\$0.00	\$175.00
				<b>Surcharge:</b>	\$175.00	

## Tuesday, July 15, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	Rueter Hess Reservoir\Recreation\Rueter Hess Attendees 07/15/2025	1	\$0.00	\$0.00	\$0.00	\$175.00
				<b>Surcharge:</b>	\$175.00	

## Wednesday, July 16, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	Rueter Hess Reservoir\Recreation\Rueter Hess Attendees 07/16/2025	1	\$0.00	\$0.00	\$0.00	\$175.00
				<b>Surcharge:</b>	\$175.00	

## Thursday, July 17, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	Rueter Hess Reservoir\Recreation\Rueter Hess Attendees 07/17/2025	1	\$0.00	\$0.00	\$0.00	\$175.00
				<b>Surcharge:</b>	\$175.00	

## Friday, July 18, 2025

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	Rueter Hess Reservoir\Recreation\Rueter Hess Attendees 07/18/2025	1	\$0.00	\$0.00	\$0.00	\$175.00
				<b>Surcharge:</b>	\$175.00	

<b>Total Amount:</b>	<b>\$0.00</b>
<b>Surcharges:</b>	<b>\$875.00</b>
<b>Net Amount:</b>	<b>\$875.00</b>
<b>Invoice Total:</b>	<b>\$875.00</b>
<b>Amount Due:</b>	<b>\$875.00</b>

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

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

**DESCRIPTION:** Fee Waiver Request in the Amount of \$325.00 for the Parker Senior Center Picnic at Challenger Regional Park.

**SUMMARY:** The request is for a fee waiver from Parker Senior Center in the amount of \$325 for the use of the Challenger Regional Park shelters A, B, and C, and the grass area next to the shelters for their company picnic on August 21.

**STAFF ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or reduce all park use fees and may choose to waive or reduce the event fee of \$325 for the Parker Senior Center.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	6/10/2025
Steve Shoultz	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Samantha Hutchison - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Staff Report - Parker Senior Center Fee Waiver

## Fee Waiver Staff Report

**Date:** June 9, 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 \$325 for the Parker Senior Center Picnic at Challenger Regional Park**

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

**REPRESENTATIVE:**  
JILL REES  
PARKER SENIOR CENTER  
10675 LONGS WAY  
PARKER, CO 80138

---

**Board of County Commissioners Meeting:**

**June 24, 2025 @ 1:30 p.m.**

---

**I. EXECUTIVE SUMMARY**

Parker Senior Center requests a fee waiver of \$325 for the use of the Challenger Regional Park (CRP) shelters A, B and C, and the grass area next to the shelters for their company picnic on August 21.

**II. BACKGROUND**

Parker Senior Center is a 501(3)(c) non-profit organization serving the senior population in Douglas County. They are a community center providing meals, fitness, activities, education, and group outings.

**III. REQUEST**

Parker Senior Center is requesting a fee waiver of \$325 for the use of the CRP shelters A, B and C, and the grass area next to the shelters for their company picnic on August 21.

**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 event fee of \$325 for the Parker Senior Center.

**ATTACHMENTS**

**PAGE**

Fee Waiver Request ..... Page 2





Jill Rees  
Assistant Manager  
Parker Senior Center  
10675 Longs Way  
Parker, CO 80138

May 20, 2025

To: Maryana Sheveria  
Parks and Trails

Dear Maryana,

I am writing on behalf of Parker Senior Center, a registered 501 (c)(3) nonprofit organization, EIN #74-2528815, to formally request a waiver of the reservation fees for our Company Picnic at Challenger Regional Park on Thursday, August 21, 2025 from 10:00 am to 3:00 pm for approximately 150 participants.

Our organization is dedicated to serving the senior population in Douglas County. We are a community center providing meals, fitness, activities, education, and group outings.

Given our nonprofit status and limited funding, we kindly request to waive the associated reservation fees.

Thank you for considering our application. Please feel free to contact me at 303-841-5370, or email ([jill@parkerseniorcenter.org](mailto:jill@parkerseniorcenter.org)) if you require additional information.

Sincerely,  
Jill Rees  
Assistant Manager  
Parker Senior Center

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

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

**DESCRIPTION:** Fee Waiver Request in the Amount of \$10,890.00 from Highlands Ranch Community Association and Highlands Ranch Cultural Affairs Association for a July 4th Fireworks and Celebration at Highland Heritage Regional Park.

**SUMMARY:** The request is for a fee waiver in the amount of \$10,890 from Highlands Ranch Community Association and Highlands Ranch Cultural Affairs Association for the use of Highland Heritage Regional Park to host the annual July 4th Fireworks and Celebration on July 4, 2025.

**STAFF ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or reduce all parks use fees and may choose to waive or reduce the event fee of \$10,890 for Highlands Ranch Community Association and Highlands Ranch Cultural Affairs Association.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	6/10/2025
Steve Shoultz	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Samantha Hutchison - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

HRCA\_2025 Summer Concert Series Fee Waiver\_6.10.25

## Fee Waiver Staff Report

**Date:** June 10, 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 \$10,890 from Highlands Ranch Community Association and Highland Ranch Cultural Affairs Association for a July 4<sup>th</sup> Fireworks and Celebration at Highland Heritage Regional Park**

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

**REPRESENTATIVE:**  
SARAH MIRICK  
HIGHLANDS RANCH COMM ASSN.  
9568 S. UNIVERSITY BLVD  
HIGHLANDS RANCH, CO 80126

---

**Board of County Commissioners Meeting:**

**June 24, 2025 @ 1:30 p.m.**

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**I. EXECUTIVE SUMMARY**

The Highlands Ranch Community Association (HRCA) and the Highlands Ranch Cultural Affairs Association (HRCAA) 501(c)(3) request a fee waiver in the amount of \$10,890 to host the annual July 4 Fireworks and Celebration at Highland Heritage Regional Park.

**II. BACKGROUND**

Douglas County has partnered with HRCA and HRCAA since 2016 on the annual July 4 Fireworks and Celebration. The event is free and open to the public. Highlands Ranch and Douglas County residents have enjoyed the event throughout the years. In addition, this will be the only firework show in Highlands Ranch on July 4, 2025. HRCA and HRCAA will ensure that all rules and regulations are followed.

**III. REQUEST**

The request is for a fee waiver in the amount of \$10,890 from HRCA and HRCAA for the use of Highland Heritage Regional Park to host the annual July 4 Fireworks and Celebration.

**IV. STAFF ASSESSMENT**

The Board of County Commissioners has the sole authority to waive or reduce all parks use fees and may choose to waive or reduce the event fee of \$10,890 for HRCA and HRCAA.

**ATTACHMENTS**

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Fee Waiver Request .....	Page 3
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# HIGHLANDS RANCH

COMMUNITY ASSOCIATION

June 10, 2025

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

Dear Board of County Commissioners,  
The Highlands Ranch Community Association respectfully requests a reduction in the park use fee for the July 4<sup>th</sup> fireworks.

Event	Date	Estimated Attendance
July 4 <sup>th</sup> Fireworks	7/4/25	8,000+

The total cost of park rental would be \$10,890 and we request a reduction to \$0. We value the partnership with Douglas County Parks and Trails. We are seeking this reduction because the events are self-operating and we will handle posting signage, participant safety, and clean up.

If you have any questions regarding this request, please contact me at 303-471-7048. I look forward to hearing from you.

Sarah Mirick  
Community Events Manager  
Highlands Ranch Community Association

[www.HRCAonline.org](http://www.HRCAonline.org)

9568 University Blvd Highlands Ranch, CO 80126 Administration 303 791 8958 Main 303 791 2500 Fax 303 791 6705



## Pre-Invoice Confirmation

<b>Event Name:</b>	July 4th Fireworks	<b>Booking #:</b>	3886
<b>Event Status:</b>	BOOKED	<b>Contract #:</b>	
<b>Event Manager:</b>	Grandsard, Megan	<b>Account Manager:</b>	Grandsard, Megan
<b>Client Name:</b>	Highlands Ranch Community Association	<b>Contact:</b>	Mirick, Sarah
<b>Client Code:</b>		<b>Phone #:</b>	303-471-7048
<b>Address:</b>	9568 S. University Blvd., Highlands Ranch, CO 80126 USA	<b>Email Address:</b>	Sarah.Mirick@hrcaonline.org

### Thursday, July 03, 2025

#### Location: Grass Field D Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Amphitheater - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field B Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field C Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter A - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter B - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter C - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter D - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter E - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00



## Pre-Invoice Confirmation

**Thursday, July 03, 2025**

**Location: Shelter F - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter G - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter H - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Highland Heritage Regional Park Exercise Camp 2**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field A Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field E Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field F Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Entire Park - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Grass Area - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Trail Loop - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00



## Pre-Invoice Confirmation

### Friday, July 04, 2025

#### Location: Amphitheater - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field B Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field C Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field D Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter A - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter B - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter C - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter D - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter E - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter F - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter G - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	





## Pre-Invoice Confirmation

### Friday, July 04, 2025

8:00 AM-10:00 PM	July 4th Fireworks	\$0.00
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#### Location: Shelter H - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Synthetic Field A Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Synthetic Field E Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Synthetic Field F Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Entire Park - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$3,630.00

#### Location: Grass Area - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Trail Loop - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

### Saturday, July 05, 2025

#### Location: Amphitheater - Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field B Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field C Highland Heritage Regional Park

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00



## Pre-Invoice Confirmation

**Saturday, July 05, 2025**

**Location: Grass Field D Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter A - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter B - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter C - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter D - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter E - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter F - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter G - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter H - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field A Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field E Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	



## Pre-Invoice Confirmation

### Saturday, July 05, 2025

8:00 AM-10:00 PM	July 4th Fireworks	\$0.00
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#### Location: Synthetic Field F Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Entire Park - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$3,630.00

#### Location: Grass Area - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Trail Loop - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

### Sunday, July 06, 2025

#### Location: Amphitheater - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field B Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field C Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field D Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter A - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter B - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00



## Pre-Invoice Confirmation

**Sunday, July 06, 2025**

**Location: Shelter C - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter D - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter E - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter F - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter G - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter H - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field A Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field E Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field F Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Entire Park - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$3,630.00

**Location: Grass Area - Highland Heritage Regional Park**

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	



## Pre-Invoice Confirmation

### Sunday, July 06, 2025

8:00 AM-10:00 PM	July 4th Fireworks	\$0.00
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#### Location: Trail Loop - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

### Monday, July 07, 2025

#### Location: Amphitheater - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field B Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field C Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Grass Field D Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter A - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter B - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter C - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter D - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

#### Location: Shelter E - Highland Heritage Regional Park

From - To	Description	Charge
<b>Starts - Ends</b>	<b>Setup Type</b>	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00



## Pre-Invoice Confirmation

**Monday, July 07, 2025**

**Location: Shelter F - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter G - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Shelter H - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field A Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field E Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Synthetic Field F Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Entire Park - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Grass Area - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

**Location: Trail Loop - Highland Heritage Regional Park**

From - To	Description	Charge
Starts - Ends	Setup Type	
8:00 AM-10:00 PM	July 4th Fireworks	\$0.00

P&T Location:	\$10,890.00
Location Total:	\$10,890.00
Subtotal:	\$10,890.00
Total:	\$10,890.00
Payments/Credits:	\$0.00
Balance:	\$10,890.00

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Four Rivers Equipment (formerly Honnen Equipment) in the Amount of \$235,001.00 Under Douglas County IFB #042-22.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet, and Emergency Support Services requests approval for a purchase order in the 2025 adopted budget to Four Rivers Equipment for the buyout of a leased John Deere 644P wheel loader. This lease was initially entered into with John Deere Financial and through Four Rivers Equipment (formerly Honnen Equipment) in 2023, with a buyout option at the end of the lease term.

Due to the increased cost of leasing, Fleet Services, Public Works, and Budget have determined that renewing the heavy equipment leases is not cost-beneficial for Douglas County and have budgeted for the buyout of all leased equipment in 2025. In anticipation of this, Fleet Services added lease buyout options as part of IFB #042-22 to purchase all leased equipment at residual values rather than trying to buy new equipment.

This acquisition will be funded from Road & Bridge 31000.474300.

Attachments

- John Deere Financial Buyout Invoice - \$235,001.00
- Douglas County IFB#042-22 Award Letter
- 2023 John Deere Master Lease Agreement
- 644P Lease Schedule

**RECOMMENDED ACTION:** Approval of Purchase Order to Four Rivers Equipment (Formerly Honnen Equipment) for \$235,001.00 under Douglas County IFB #042-22.

**REVIEW:**

Tim Hallmark	Approve	6/3/2025
Jeff Garcia	Escalated	6/9/2025
Amy Williams	Escalated	6/11/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Douglas County 0076631 BuyoutInvoice  
Douglas County Award\_Honnen Equipment\_IFB042-22\_December 2022  
2023\_JD\_Master Lease Agreement  
644P Lease Schedule



# Buyout Quote



Generated on  
30-May-2025

<b>Customer</b> DOUGLAS COUNTY	<b>Contract</b> 030-0076631-000	<b>Buyout good through</b> 28-Sep-2025
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<b>Model</b> 644 P	<b>Description</b> 644 P-TIER WHEEL LOADER	<b>Asset Serial Number</b> 1DW644PAKPLX18975
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<b>Remaining Payments</b>	\$235,000.00
<b>Residual Value</b>	\$1.00
<b>Total Buyout Amount</b>	<b>\$235,001.00</b>

Thank you for your business.  
John Deere Financial

December 15, 2022

Jeremy LaPar  
Honnen Equipment  
5055 East 72<sup>nd</sup> Avenue  
Commerce City, CO 80022

Dear Jeremy,

We are pleased to inform you that we have chosen to accept your bid for IFB #042-22 Heavy Equipment Rental, dated November 23, 2022, to lease seven (7) new 2023 John Deere 772GP AWD Motor Graders and one (1) 2023 John Deere 644 P-tier High Lift Loader to Douglas County Facilities, Fleet & Emergency Support Services per the enclosed bid response.

The terms are: Twenty four (24) month municipal lease at the cost of: \$110,043.31 each for the AWD motor grader and \$117,973.14 for the wheel loader. Douglas County will issue purchase orders for these units upon execution of the John Deere Master Lease Agreement that must be reviewed and approved by both parties prior to signatures.

All prices proposed shall be firm and fixed for the initial contract period and may be re-negotiated after the initial contract period. This agreement and/or extension to the original period of a subject contract shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with products and services received during the preceding contract period.

We look forward to working with you and your organization.

Sincerely,



Sonia M. Ormsbee  
Business Services & Operations Manager

cc: Carolyn Riggs, Purchasing Supervisor  
Brian Franklin, Fleet Manager

# DOUGLAS COUNTY GOVERNMENT

Finance Department ~ Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

[www.douglas.co.us](http://www.douglas.co.us)

## INVITATION FOR BID (IFB)

NO. 042-22

## HEAVY EQUIPMENT RENTAL

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN  
WEDNESDAY, NOVEMBER 23, 2022 @ 12:00 PM**

### BIDDER'S CERTIFICATION

We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: Honnen Equipment

ADDRESS: 5055 East 72nd ave

CITY: Commerce City STATE: CO ZIP: 80022

TELEPHONE NUMBER: 303-287-7506 FAX NUMBER: 303-288-2215

EMAIL ADDRESS: jeremylapar@honnen.com

BY: Jeremy LaPar

(Printed or Typed Name)



(Written Signature)

TAXPAYER I.D. NUMBER: 84-0533971

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Please submit five (5) copies of your bid response in a sealed envelope that is clearly marked with the Invitation for Bid (IFB) information listed above. Mail or hand carry all bid responses to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the due date and time. Electronic and/or faxed bid responses will not be accepted. It is the sole responsibility of the bidder to see that their bid response is received on time. Bids will not be considered which are received after the time stated, and any bids so received will be returned unopened. If closure of Douglas County buildings occurs on the day of a bid opening, the bid response must be delivered to the Purchasing Division before 12 noon on the following business day.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in a said bid and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful bidder.



## INVITATION FOR BID (IFB) #042-22 HEAVY EQUIPMENT RENTAL

### AWD MOTOR GRADER ~ MINIMUM SPECIFICATIONS

**NOTE** ~ Any variations from the following specifications shall be identified on a separate sheet clearly marked "EXCEPTIONS TO SPECIFICATIONS"; each variation shall be explained in detail, listing the advantages or disadvantages. Failure to list variations, in detail, may result in the rejection of your bid response.

- Minimum operating weight 42k lbs.
- Minimum net VHP 190
- Minimum net VHP Max 250
- Minimum Displacement 9.0 liter
- Minimum Torque raise 50%
- Moldboard 14' Long x 2' Tall
- Digital blade slope meter that provides real-time digital readout of the blade slope
- Cold Weather Package, minimum block heater
- Cab w/heater, AC, EROPS and FOPS
- Up-graded operator comfort seat
- Douglas County is open to traditional lever-controlled models or joystick/electric over hydraulic controlled models providing that model comes with a steering wheel
- Lighting: Work lights that illuminate the blade area, front bar for mounting lights above front hitch with 2 large halogen lights facing forward and cab lighting on front and rear of machine, warning flashers, and driving lights. 1-Amber strobe on individual switch, 1-Blue strobe on individual switch.
- Back up camera with a minimum 5" monitor mounted in cab
- Rear Ripper, with supplied scarifier teeth
- Rear Ripper with float function to accommodate Walk-N-Roll roller/packer
- All Terrain Goodyear AS3A 17.5R25 Snow Tires, no lugs
- Front mounted Rybind PL20 pin lock coupler for plow attachment. Front hydraulics to accommodate coupler up/down, pin in/out, and plow angle. Supplied with Pioneer ½" ball valve connector for plow hydraulics: Part # QC 9250-16-320
- Power shift type transmission w/8 forward gears w/creep mode and 4 reverse gears
- SY-KLONE Pre-cleaner
- Program anti-idle for ten (10) minute shut-off
- All other equipment normally furnished by the manufacture
- Examples of models that fall into this range, these are just examples and not designed to be an all-inclusive list
  - Cat 140 AWD
  - John Deere 772G AWD

#### 1) Seven (7) New AWD Motor Graders, as specified

- Model Year, Brand, Model Number: 2023 John Deere 772GP AWD Motor Grader
- Twenty-four (24) Month Total Rental Price, per unit: Fixed Term 24-month Rental: \$118,991.86 ea.  
or Municipal 24-month Lease: \$110,043.31 ea.
- Estimated Delivery Date: estimated to be September 30th, 2023 if ordered by 2022 year-end
- Comments: If Douglas County orders (7) 772GP's by 12/22/22, the County can rent the existing 772GP's once the leases expire,  
from Honnen Equipment for \$6,250/month, 100 hours per month max use, until the 2023 772GP's are delivered.

## INVITATION FOR BID (IFB) #042-22 HEAVY EQUIPMENT RENTAL

### WHEEL LOADER ~ MINIMUM SPECIFICATIONS

**NOTE ~** Any variations from the following specifications shall be identified on a separate sheet clearly marked "EXCEPTIONS TO SPECIFICATIONS"; each variation shall be explained in detail, listing the advantages or disadvantages. Failure to list variations, in detail, may result in the rejection of your bid response.

- Minimum bucket capacity 3.5 cubic yards
- Minimum Operating Weight 41K lbs.
- Minimum net HP 190
- Cold Weather Package, minimum block heater
- Bolt-on Bucket Edge
- Cab w/ heater, AC, EROPS and FOPS
- Up-graded operator comfort seat
- Back up camera with a minimum 5" monitor mounted in cab
- Lighting: Work lights that illuminate the bucket area and rear of machine, warning flashers, and driving lights. 1- Amber strobe (street side) and 1-Blue strobe (curb side) on individual switch.
- Standard Tires
- Rear counterweight plates equal or greater than liquid filled tires or liquid filled rear tires
- Power shift type transmission w/4 forward and 3 reverse gears
- High lift with minimum clearance of 10-feet, 10-inches @ full dump
- Automatic self-leveling with return-to-dig
- Rybind Wedge-Loc hitch/coupler for bucket/attachments
- Bucket scale integrated into OEM monitor or additional scale monitor
- Rear view mirrors
- Program anti-idle for ten (10) minute shut-off
- All other equipment normally furnished by the manufacture
- Examples of models that fall into this range, these are just examples and not designed to be an all-inclusive list
  - Cat 950K High Lift
  - John Deere 644K High Lift
  - Volvo L110H

#### 1) One (1) New Wheel Loader, as specified

- Model Year, Brand, Model Number: 2023 John Deere 644 P-tier High Lift Loader
- Twenty-four (24) Month Total Rental Price: Fixed Term 24-month Rental: \$124,251.10 ea.  
or Municipal 24-month Lease: \$117,973.14 ea.
- Estimated Delivery Date: estimated to be June 30th, 2023 if ordered by 2022 year-end
- Comments: If Douglas County orders (1) 644P by 12/22/22, Honnen Equipment anticipates delivering  
the completed loader prior to the end of the current rental contract of August 1st, 2023.



November 23, 2022

Douglas County Government  
Purchasing Division  
100 Third Street, Suite 130  
Castle Rock, CO 80104  
RE: IFB 042-22

### EXCEPTIONS TO THE SPECIFICATIONS

#### 644P High Lift:

1. Estimated delivery date from completed order date is 6 months.
2. Machine has additional counter weight plate installed which weighs less than filled tires. Additional weight is not required.

November 23, 2022

Douglas County Government  
Purchasing Division  
100 Third Street, Suite 130  
Castle Rock, CO 80104  
RE: IFB 042-22

**Referencing Listing**

1. Elbert County Road & Bridge – 772GP's  
Kenny Densen  
Motor Grader Manager  
218 Cheyenne St  
Kiowa, CO 80117  
303-243-1373  
[Ethan.mease@elbertcounty-co.gov](mailto:Ethan.mease@elbertcounty-co.gov)
2. City of Englewood – 672G  
John Stepanich  
Fleet Manager  
2800 S Platte River Dr  
Englewood, CO 80110  
Office: 303-762-2536  
[jstepanich@englewoodco.gov](mailto:jstepanich@englewoodco.gov)
3. Town of Breckenridge – 644P  
Ken Hilt  
Fleet Manager  
1105 Airport Rd  
Breckenridge, CO 80424  
Office: 970-453-3186  
[kennethh@townofbreckenridge.com](mailto:kennethh@townofbreckenridge.com)





# JOHN DEERE FINANCIAL

## Master Lease-Purchase Agreement

Agreement No. 0076631

<b>Lessee:</b>	<b>DOUGLAS COUNTY</b> 100 3RD ST, CASTLE ROCK, CO 80104-2425
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>TH</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

### TERMS AND CONDITIONS

**1. Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

**2. Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

**3. Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

**4. Security Interest; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

**5. Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

**6. Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**7. Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

RECEIVED

OCT 02 2023

App



## ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

- 8. Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.
- 9. Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.
- 10. Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (or any of our affiliates) (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
- 11. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
- 12. Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.
- 13. Claims.** Except as prohibited under applicable law, You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree to not bring any action for Claims against us as lessor of the Equipment. Your liability under this Section is not limited to the amounts of insurance required under the Lease.
- 14. Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.
- 15. Miscellaneous.** **WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.
- 16.** You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as



the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the

Agreement No.

### ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

**17. 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.

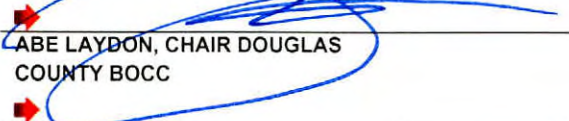
THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**LESSEE**

**DOUGLAS COUNTY**  
100 3RD ST  
CASTLE ROCK, CO 80104-2425

By:



  
**ABE LAYDON, CHAIR DOUGLAS  
COUNTY BOCC**

Date:



**LESSOR**

**DEERE CREDIT, INC.**  
6400 NW 86<sup>th</sup> ST, PO BOX 6600  
JOHNSTON, IA 50131-6600

By:



Date:

# Additional Signature Page (To Master Lease Agreement)



**JOHN DEERE**  
FINANCIAL

Master Lease Agreement No. 030-0076631-000

Lessee Name: DOUGLAS COUNTY

Lessee Address: 100 3<sup>RD</sup> ST  
CASTLE ROCK, CO 80104-2425

Lessor: DEERE CREDIT, INC.  
6400 NW 86<sup>th</sup> ST.  
PO BOX 6600  
JOHNSTON, IA 50131-6600

Lessee Name: ANDREW COPLAND  
(Additional Signer Name)

DEERE CREDIT, INC.

BY: 

BY: \_\_\_\_\_

TITLE: DIRECTOR, FINANCE

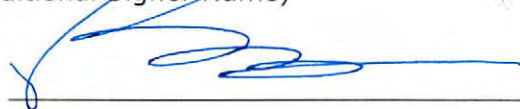
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Lessee Name: ABE LAYDON  
(Additional Signer Name)

BY: 

TITLE: CHAIR DOUGLAS COUNTY BOCC

Lessee Name: ROBERTA NELSON  
(Additional Signer Name)

BY: 



TITLE: ADMIN SUPPORT SPECIALIST

September 28, 2023

Deere Credit, Inc.  
PO Box 6600  
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0076631 dated March 14, 2023 (the "Master Lease") and Lease Schedule No. 030-0076631-000 dated March 14, 2023 (the "Lease Schedule"), and entered into between DOUGLAS COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease")

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

Sincerely,



Chris Pratt  
Senior Assistant County Attorney





Lease Schedule No.	030-0063181-000
Master Lease Agreement No.	0063181

<b>Lessee:</b> (Name & Address)	<b>DOUGLAS COUNTY</b> 100 3RD ST., CASTLE ROCK, CO 80104-2425
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Cash Price
2023	JD	644 P-TIER WHEEL LOADER	1DW644PAKPLX18975	25	\$317,390.00
<b>Equipment Location</b>	100 3RD ST, CASTLE ROCK, CO, 80104-2425		OUTSIDE city limits: <input checked="" type="checkbox"/>		DOUGLAS COUNTY

### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
07/28/2023	09/28/2025	3	VARIES	\$0.00	VARIES

\*If part of the regular scheduled lease payment

### PAYMENT TERMS

Due Date	1 <sup>st</sup> Payment Due Date	Billing Period	Advance Lease** Payment	\$0.00
28	08/28/2023	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Purchase Option.** You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize any person in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if you execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

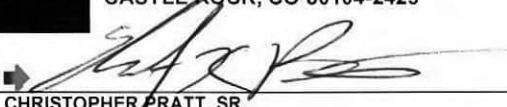


**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Schedule is \$317,390.00 for the months of July of 2023 through September of 2025. In no event shall the You be liable for payment under this Schedule for any amount in excess thereof. You are not under obligation to make any future apportionment or allocation to this Schedule. Any potential expenditure for this Schedule outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.



## Lease Schedule

Lease Schedule No.	030-0063181-000
Master Lease Agreement No.	0063181

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

<b>LESSEE</b>	<b>DOUGLAS COUNTY</b> 100 3RD ST CASTLE ROCK, CO 80104-2425
By: 	
CHRISTOPHER PRATT, SR. ASSISTANT COUNTY ATTORNEY	
Date:  9-21-23	
<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	
Date:	

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to OJ Watson for a Total of \$533,568.00 Under the City & County of Denver Master Supplier Contract Number SC-00003211.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet & Emergency Support Services, requests approval of a purchase order in the 2025 adopted budget for OJ Watson to upfit the following assets. All chassis for the following upfits have been or will be requested under separate agendas.

Road & Bridge Fund 31100

• 15018 - Western Star 49X plow truck	\$300,277.00
• 08002 - Ford F550 Plow Truck Upfit	\$35,207.00
• 16017 - Ford F350 Plow Truck Upfit	\$35,405.00
• 15020 - Ford F550 Plow Truck Upfit	\$64,355.00
• 15054 - Ford F350 Work Truck Upfit	\$21,516.00
<b>Total</b>	<b>\$456,760.00</b>

General Fund 19210

• 08034 - Ford F350 Plow Truck Upfit	\$34,034.00
• 0095 - DCSO F350 Animal Control Refurbish	\$42,774.00
<b>Total</b>	<b>\$76,808.00</b>

Attachments

- Unit 15018 OJ Watson Quote
- Unit 08002 OJ Watson Quote
- Unit 16017 OJ Watson Quote
- Unit 15020 OJ Watson Quote
- Unit 15054 OJ Watson Quote
- Unit 08034 OJ Watson Quote
- Unit 0095 OJ Watson
- City and County of Denver Contract SC-00003211

**RECOMMENDED****ACTION:**

Approval of purchase order to OJ Watson for a total of \$533,568.00 under the City & County of Denver Master Supplier Contract Number SC-00003211.

**REVIEW:**

Tim Hallmark	Approve	6/5/2025
Jeff Garcia	Escalated	6/11/2025
Amy Williams	Escalated	6/12/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

TEQ\_RPS882-2\_Unit 15018 Quote.6.3.25  
TEQ\_RPS889\_Unit08002 Quote 6.2.25  
TEQ\_RPS891\_Unit16017 Quote 6.02.25  
TEQ\_RPS893-1\_15020 Quote 6.2.25  
TEQ\_RPS888-1\_Unit 15054 Quote 5.29.25  
TEQ\_RPS886\_Unit 08034 Quote.6.2.25  
TEQ\_RPS909\_Refurbish SWAB-0095 Quote 6.2.25  
0751A\_SC-00003211 - OJ Watson 2024-2025 Renewal\_7.15.2024\_ (002)





O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, Colorado 80216  
303-295-2885 or 800-332-2124  
Fax: 303-296-8049  
www.ojwatson.com

## Quotation

Page 1 of 7

Customer: DOUGOM  
Douglas County  
3026 N. Industrial Way  
Castle Rock CO 80109

Contact: Brian Franklin  
Phone: 303.663.7707  
2nd :  
Email: bfranklin@douglas.co.us

Salesperson: Randy Shamy

Quote Number: RPS882-2  
Quote Date: 6/03/2025  
Quote valid until: 7/15/2025  
Revision Number: 2

Work Order:

### Build Information:

Year / Make / Model	2026 Western Star 49X 6x4	End User	Douglas County
Cab Configuration	REGULAR	Unit #	15' RDS/Pre-Wet/Plow/Wing
Fuel Type	DIESEL	Item / PO#	
CA / CT			
Rear Axle	TANDEM		

### Quoted Items:

#### Description of Work

O.J. Watson is pleased to quote the following heavy duty Snow & Ice Equipment quotation per requested Douglas County specifications with pricing in accordance with OJW City & County of Denver Master Supplier Contract Number SC-00003211 to include -

### FURNISH AND FACTORY INSTALL

#### RDS DUMP BODY:

##### -1- New 15' Stainless Steel RDS body equipped as follows:

- RDS-180-96-56 Dual Auger GEN 4 Body with narrower auger trough and deeper auger trough cover
- Monroe Radius Dump Spreader Body
- The body shall be 15 feet in length
- Top inside width is 87 inches with the total outside width 96 inches
- Side height of body is 44 inches, with the tailgate height 50 inches
- The sides, front and tailgate is manufactured from 3/16" 201 stainless steel
- The body longmembers and auger troughs to be built from 1/4" 201 stainless steel. Troughs to bolt-in and be replaceable.
- Tailgate is double acting with a squared perimeter, with two horizontal braces of 10 gauge material full width of the tailgate
- Body is 100% continuously welded
- Rear Spinner is mounted via means of two 2" receiver tubes, with one tube located on each side of the spinner assembly
- Spinner body is manufactured from 10-gauge 201 stainless steel material
- There are three adjustable spinner deflectors for directing material from the spinner disc
- The material spread pattern is controlled by means of a center diverter located above the spinner disc
- With the adjustment of the spinner body, which is directed by holes drilled into the receiver mouths, the spinner assembly can either move forward or in back of the conveyor
- The spinner motor is a high torque/low speed mounted directly to the spinner disc with a cast hub
- DA Hoist is of telescopic design and has a trunnion mounting, designed to operate up to 2,500 PSI and is self-bleeding
- Planetary drive, dual augers with cover plate for summer use and motors mounted at the front (REAR DISCHARGE)
- Body mounted tandem axle fenders installed
- Grease extensions installed
- Stationary receiver tube style spinner assembly shipped loose
- Speed sensor incorporated into one auger motor
- Air trip tailgate release in rear posts



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## Quotation

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### Description of Work

- Fold down ladder - Street Side Front
- Floor cover kit for summer usage
- Stainless Steel bolt-on rear spill shield
- -2- Vibrators - mounted front of body curbside and passenger side / On/Off switch in-cab and labeled "Vibrators"
- **HYDRAULIC HIGH LIFT TAILGATE**

### Pre-Wet Application:

- 540 gallon capacity
- Closed loop pre-wet system to interface with Force America control
- ENCLOSURE KIT
- REMOTE VENT KIT
- (2) 270 GALLON TANKS
- PLUMBING KIT
- NOZZLE KIT (3GPM, 2 NOZZLE)
- CROSS OVER KIT
- BULK FILL KIT

### Light Cutouts:

- 6" Oval on side of pillar (Both Sides)
- 3/4" Marker below oval cutout in side of pillar (Both Sides)
- Rear: 2 Ovals (Both Sides)
- 3/4" Marker above 2 Ovals Rear (Both Sides)
- **Miscellaneous:**
  - Mud flaps mounted rear of tandems / removable with SS Bracket
  - 201 SS Mud Flap Brackets at rear of body, recessed into rear of body per Douglas County specifications
  - 201 SS Mud Flap Brackets at the front of the rear wheels
  - SS rectangular tube installed on custom cab shield for wiring, 1-1/2"
  - SS conduit installed under body for wiring, 1-1/4"
  - SS Splash Shields ahead of tandems

### SNOWPLOW:

#### -1- New Monroe MP48R12-ISCT C-Style Full Moldboard Trip Reversible Plow with Integral Shield:

- Height: 48"
- Length: 12' (Straight Moldboard)
- 10 Gauge Roll-Formed Moldboard
- (6) 1/2" X 4" Tapered, One-Piece, Flame-Cut Ribs
- Dual compression trip assemblies
- (2) 3" X 10" Double-Acting Cylinders w/ Cushion Valve
- Cable Lift
- Stress-Proof machined and plated pins
- 14" push height
- All Components & Moldboard are 100% Continuously Welded
- Moldboard is Shot-Blasted and Powder-Coated Orange
- Push-Frame and Components Shot-Blasted and Powder-Coated Black
- Rhino Line the top 1/3 of plow moldboard
- Rubber Snow Deflector: 12' X 24" (Plow has holes punched in top angle to accommodate)
- Markers: 36" Markers with Brackets (Pair)
- Parking Jack, Removeable, Screw Adjustable
- Plow cable lift points spacing is 4.5'



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## Quotation

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### Description of Work

- Pioneer Series 9500 break away kit for plow hydraulic disconnects

#### HITCH:

- Plow Portion: Quick Hitch MC6000
- Truck Portion: Fold Flat Quick Hitch, South Dakota Style
- 4" x 10" Lift Cylinder - Double Acting

#### PATROL WING:

##### 11' Monroe, Double Function, Straight, Patrol Wing (Right Side)

- MID/REAR MOUNT, FULL TRIP, BETWEEN THE TANDEM REAR MOUNT
- 31" High Inboard & Outboard, 3/16" Thick Moldboard
- Two Function Wing Valve and Controls
- 4" X 4" X 3/4" Bottom Angle
- 1/2" Thick One-Piece Vertical & Interlaced Designed Horizontal Ribs
- Standard 100% Welded
- Shot-Blasted & Powder-Coated Orange
- Powder-Coated Black Hardware
- Cutting Edge: .625 X 8 Standard 1-Piece
- Para-Glide Post: Mid-Mount, Right Hand, Full-Trip
- Mounting Box: Rear Mount
- Rear Heel Lift Cylinder: 3 X 15 (De-cell)
- Push-Arm Assembly: Dual, Standard
- (3) Mild Steel Pipe Braces & (6) Balls
- Curb Guard: Wrap-Around
- Conduit on moldboard for Whelen wing light
- wing locks
- Markers: 36" Lighted LED Markers with Brackets (Pair)
- Bolt-on "Hat" Cover to protect Mid-Mount Quick Coupler Station
- Wing Plow Guidance Laser

#### HYDRAULICS:

##### Force America hydraulic system to include:

##### Pump Details:

- 5.98cid - CCW - 2 Bolt C 1-1/4" Keyed Shaft - 2-1/2" Code 61 SFP x 1-1/2" SFP Rear Side Ports - #16 ORB Case Drain with Fittings
- 26" Driveline Kit with 479 and 329 Flange Yokes and 1-1/4" C.f.
- Pump Shut-off Valve with Relief
- 6000 PSI Filter - 25 Micron Microglass - 435 PSI Delta P - Single End Open - Nitrile Seals - #16 ORB Ports - 102 PSI Bypass Valve - Visual Electric Indicator - 24 lbs.
- Full Port 2" NPT Brass Ball Valve 600 PSI
- Finished Body - Return Manifold Two SAE - 20 - Six SAE - 12 Ports
- Pressure Switch @ 25 PSI with Male Weatherpack Connector and Sheathed Wire
- Temperature/Level Sender 50 Gallons 158 F behind cab Reservoir with SLOSH Shield

##### Valve Details:

- AAF-F4-4RV-HS3-PK4RV-4-X-X-F2A-F2D-2P2S-ENCL
- FORCE America Model Add-A-Fold
- 3000 PSI Max
- 0-30 GPM Motor Spool Section with A Port Set to 25 GPM for Water and B Port Set to 12 GPM for Low Boy
- Double Acting Truck Hoist with 500 PSI Downside Relief
- Double Acting Plow Lift with Integrated Power Float and 500 PSI Downside Relief



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### Description of Work

- Double Acting Plow Angle
- Double Acting Wing Toe with integrated counterbalance valve
- Double Acting Wing Heel with integrated counterbalance valve
- 0-7 GPM Double Acting Hydraulic High Lift Tail Gate with Pilot Check Valve
- 0-21 GPM Auger Forward and Reverse
- 0-7 GPM Prewet
- 0-7 GPM Spinner
- Includes JIC Fittings

### Electronic Control Details:

- MPJC-6100-4-GEN5-ULTRA-Douglas County Dump
- Floor Mount Ultra Controller (No Auxiliary Switch Box)
- Integrated 6100 Gen 5 Can Bus Spreader Control System
- Dual Axis Joystick for Plow Control with Pushbutton for Spreader Standby
- Single Axis Joystick for Truck Hoist Control with Interlock Pushbutton
- Dual Axis Joystick for Wing Control with Pushbutton for Spreader Blast
- Auger Feedback Harness for White Motor with Internal Auger Feedback Sensor
- Prewet Feedback Harness with M12 Connection
- Fabricate and install custom Monroe cab shield with integrated hydraulic tank
- Custom Hydraulic Valve Assembly to be installed onto cab shield on driver's side per Douglas County specifications
- Install Force America 6100 hydraulics system
- Run stainless steel hydraulic tubes on straight runs
- Furnish and install special Pioneer hydraulic couplers per Douglas County specifications
- All hose ends must be painted with differentiating colors for identification

### SWITCH PANEL:

- In-Power Switch Panel
- Mounted off of Force America Console
- 2 - 8 Bank Switch Panels

16 Switches to operate the following -

Amber Strobes - Tractor Strobes - Tailgate Up - Strobe Light Power

Blue Strobes - Wing Strobes - Tailgate Down - ATG

Tarp Open - Vibrator - Spreader Lights - HD Plow Light

Tarp Close - Plow Work Light - AUX - AUX

### CAB SHIELD:

- Frame-Mounted Cab Shield
- Integrated Oil Reservoir
- Integrated Hydraulic Valve Enclosure
- Valve Plate - OJW to send diagram of where holes are to be placed
- 201 Stainless Steel Construction
- Six (6) oval cut-outs to accommodate Whelen 500 series grommet mounted LED strobe lights
- Shovel Holder - Mounted curbside (inside of cab shield bulkhead)
- The Deutz connectors located on bulkhead to be 1 female and 1 male

### TRAILER HITCH PLATE:

- Rear Hitch Assembly of 1" Steel Plate
- Two (2) 5/8" loop - 3" x 3" safety D-rings. Model DR58-3 mounted each side of pintle hook
- Pintle Hook - Model PH-45 (Non-Air) 45 Ton Capacity



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## Quotation

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### Description of Work

- Pintle Height to be 27" from the ground to the inside bottom of the hook saddle
- One set of swing-away glad hands (located outside of frame rails)
- One OEM 7-Way trailer socket (mounted outside D-ring)
- One 7-Way RV Style trailer socket with a weather proof boot; boot to be filled with dielectric grease and wired to Douglas County specifications (mounted outside D-ring)
- Brake Controller

### TOOLBOX:

- -1- Frame Mounted Under Bed Street Side, ahead of rear axle
- Weather Guard Model 627-0-02
- Aluminum - 18" x 18" x 24"

### TARP:

- -1- New 15' PullTarps Expando Electric
- MESH - Flow Thru Tarp
- Tamer Bar
- Tarp Open/Tarp Close actuated separately on Switch Pack

### LIGHTING:

#### Douglas County Lighting System

Douglas County Wiring Harness for all lights, brake control, miscellaneous

#### Plow Lights:

- Install Super high Output 7" LED work light: 754-HD75018WF
- Douglas County will provide location and installation specs
- ABL Plow Lights with turn signals LED / Heated wired to OEM labeled "ABL Plow Lights"
- Fender-mounted Truck-Lite LED/Heated Plow Light wired to In-Power Switch Panel labeled "Plow Light"
- Mounts to include a steel "backer plate" inside the hood for reinforcement

#### Strobes:

- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing forward
- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing sideways
- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing rear
- -1- AMBER/AMBER LED Strobe light to be mounted in the rear pillar of the dump body, driver's side, facing rear
- -1- AMBER/AMBER LED Strobe light to be mounted in the side of the rear pillar of the dump body, driver's side, facing sideways
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing forward
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing sideways
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing rear
- -1- AMBER/BLUE LED Strobe light to be mounted in the rear pillar of the dump body, passenger's side, facing rear
- -1- AMBER/BLUE LED Strobe light to be mounted in the side of the rear pillar of the dump body, passenger's side, facing sideways
- Whelen "Wing" Strobe Lights - 1 Amber / 1 Blue
- LED work light to shine on wing plow and wired to a single switch and labeled "Wing Work Light"
- -2- RED LED stop / tail / turn lights mounted in rear bolster with integrated CLEAR LED backup lights
- -2- CLEAR LED Work Lights to be mounted in the rear in such a way to light the spinner area and wired to a single switch and labeled "SPINNER LIGHTS"
- -1- 3/4" Marker mounted below oval cutout in line side rubrail (both sides)



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## Quotation

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### Description of Work

- -1- 3/4" Marker mounted above 2 Ovals Rear Light Cutouts (both sides)
- Power Tower
- Signal Stat model 6050 or approved equal LED style 3-ID light, wired to include stop/tail & turn installed on cover plate between frame rails directly above hitch plate
- All cab shield wiring shall be ran through 1" square tube for protection, where exposed
- All lighting connections shall include dielectric grease where applicable

### CAMERA:

- Force America Camera
- Protective box
- Mounted rear curbside as high as possible

### CAMERA WASH:

- MS Foster Non-abrasive, non-contact cleaning system where washer fluid mixes with high pressure air
- Self-Contained Stainless Steel kit includes:  
Fluid reservoir, pump, air solenoid, nozzle and bracket, wiring, tubing  
Momentary Switch mounted on dash
- Self-contained kit to be mounted per Monroe recommendation
- SS camera box with 6" adjustable mount

### ONSPOT AUTOMATIC TIRE CHAIN SYSTEM:

- 6-Strand chainwheel ensure that there are always 2 chain strands between the tire and road surface
- Onspot works when accelerating in forward or reverse or when braking in either direction. The chains may be engaged in forward or reverse

### CHAIN UNIT ASSEMBLY:

- The unit is fastened to the vehicle mounting bracket and consists of an air cylinder, swing arm and chain well
- The chainplates are replaceable
- The air cylinder contains a diaphragm, pushrod, return spring and protective boot

### AIR SOLENOID:

- Allows compressed air to flow to the chain units when the dashboard switch is activated

### DASHBOARD SWITCH with SWITCHGUARD:

- Used to provide 12 volts to chassis-mounted solenoid

### VEHICLE MOUNTING BRACKETS

### FACTORY INSTALLATION:

Includes all the equipment listed as well as:



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## Quotation

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### Description of Work

- Drill (2) ½ inch diameter holes for Motorola antennas. Douglas County will supply location of holes
- Prewire for Motorola radios, AVL and GPS to headliner and cubby. Douglas County will supply cables
- ID tags on bulkhead electrical connectors.
- Stainless steel piping used for hydraulics between front on engine to back of cab. And continue with SS piping from rear of cab to rear of dump body.
- Protective wrap on all hydraulic hoses.
- Complete Installation of 36" LED markers on wing
- Complete Installation of Force America rear camera - Mounted rear curbside as high as possible
- Complete installation of MS Foster Self-Contained Camera Washer with SS camera box
- OnSpot 6-Strand Automatic Tire Chain System
- Conspicuity tape on tailgate and across side of body on rub rail
- All hoses and fittings including oil for hydraulics
- Delivery of completed unit to Denver, Colorado
- Pre-ship/completed vehicle inspection is to take place at Monroe Truck Equipment

### Also Included:

- Monroe Truck Equipment to provide a stamped number plate to each individual piece of equipment, to include unit number and serial number or each piece
- Paint hose ends and couplers
- Monroe Truck Equipment to notch, round or remove all corners and rough edges of equipment

### MISCELLANEOUS:

- OJW Mud Flaps
- Weight Ticket
- VIN Verification

**Total Price: \$300,277.00**

- **All pricing is good for -30- days from date of quotation**
- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 06/03/2025





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## Quotation

Page 1 of 3

Customer: DOUGOM  
Douglas County  
3026 N. Industrial Way  
Castle Rock CO 80109

Contact: Brian Franklin  
Phone: (303) 660-7361  
2nd :  
Email: bfranklin@douglas.co.us

Salesperson: Randy Shamy

Quote Number: RPS889

Quote Date: 6/02/2025

Quote valid until: 7/01/2025

Revision Number: 0

Work Order:

### Build Information:

Year / Make / Model	2025 Ford F550 4x4	End User	DOUGLAS COUNTY
Cab Configuration	SUPER	Unit #	08002 (21400-2 Road & Bridge)
Fuel Type	DIESEL	Item / PO#	
CA / CT	84"		
Rear Axle	DRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to quote the following equipment per requested Douglas County specifications with pricing in accordance with OJW & City & County of Denver Master Supplier Contract Number SC-00003211 to include -

#### FURNISH AND INSTALL

#### DUMP BODY:

#### Crysteel 11' "E-TIPPER" style dump body



- Rear Dump Only
- Body Length: 11'
- Body ID width: 87"
- Body OD width: 96"
- Cab Shield: Integrated 1/4 cab shield

#### HOIST:

- LB510 Hoist
- Electric/hydraulic Double Acting
- All required hoses and fittings





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## Quotation

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### Description of Work

#### TARP:

- Spring loaded tarp assembly

#### MUD FLAPS:

- OJW Mud Flaps

#### LIGHTING:

- LED marker lights
- LED rear pillar stop/tail/turn lights with integrated LED back-up light

#### PAINT:

- Crysteel BLACK "Z"- COAT paint with a five year warranty

#### MISCELLANEOUS ITEMS:

- "2" D-Rings welded inside dump body - Front
- Body "Up" Light
- VIN Verification
- Weight Slip
- Red and White conspicuity tape down each side lower rub rail and around rear gate

#### TOOLBOX:

- Underbody toolbox to include frame mounts
- 24" x 18" x 18"
- Paint: Black
- Mounted street side under body behind cab

#### REAR HITCH PLATE:

- -1- Weld-on 1/2" steel hitch plate with receiver tube (2.5")
- Integrated hole for trailer socket
- Two -2- Safety "D" rings

#### RUNNING BOARDS:

- -1- Set of Grip Strut Running Boards (Super Cab)

#### LIGHTING:

- Whelen 54" Liberty II Light Bar Amber - To be mounted on top of ETIP Cab Shield so visible all around
- Controller mounted In-Cab
- -2- Whelen 500 Series AMBER LED lights in front grill
- -2- Whelen 500 Series AMBER LED lights in rear dump area
- All four lights to be wired into one OEM up-fitter switch

#### COMBO PINTLE:

- Combo Pintle / Ball (2-5/16")
- Pin and Clip

#### POLE PLUG:



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## Quotation

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### Description of Work

- 7-Way RV Style Trailer Socket

### CAMERA:

- Install Rear camera and mount

**Total Price: \$35,207.00**

- ***All pricing is good for -30- days from date of quotation***
- All quotes are F.O.B. Denver unless otherwise stated.
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- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 06/02/2025



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## Quotation

Page 1 of 3

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Contact: Brian Franklin  
Phone: (303) 660-7361  
2nd :  
Email: bfranklin@douglas.co.us

Salesperson: Randy Shamy

Quote Number: RPS891

Quote Date: 6/02/2025

Quote valid until: 7/01/2025

Revision Number: 0

Work Order:

### Build Information:

Year / Make / Model	2025, Ford, F350 4x4	End User	DOUGLAS COUNTY
Cab Configuration	Super Cab	Unit #	16017 (31400-3 Road & Bridge)
Fuel Type	DIESEL	Item / PO#	
CA / CT	8' Pickup Box		
Rear Axle	SRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to quote the following equipment per requested Douglas County specifications with pricing in accordance with OJW & City & County of Denver Master Supplier Contract Number SC-00003211 to include -

#### FURNISH AND INSTALL

#### Boss VBX 8000 Hopper Spreader (Auger)



- Auger Feed System - mild steel helical auger for long life and reliability
- Poly Hopper is built to outlast the elements
- Dual Variable Speed Controller is equipped with auto-reverse and over-load protection
- LCD Screen In-Cab Controller is backlit for clear visibility and ease of use
- 14.5" Diameter Urethane Spinner is durable, corrosion-resistant and ensures consistent distribution
- Enclosed Spinner Motor is weather and dust sealed to ensure performance, durability and reliability

**Description of Work**

- Tarp with Integral Tie-Downs to protect spreading material from the elements
- Dual Variable Speed Vibrators prevent material bridging for ease of operation
- Inverted V-Baffle reduces material build-up for optimal spreading efficiency

**VBX LED Work Light Kit (2 lights)**

\*\*\* To be mounted rear of sander each side and operated by one up fitter switch

**SNOWPLOW:**

**-1- New Boss 9'-2" Power V XT Plow**



- SmartHitch 2 - Flip, plug, click.
- SmartLight 3 L.E.D with Ice Shield Technology
- SmartTouch 2 - Our high-tech, ergonomic control features large, backlit buttons for ease of use.
- SmartShield - Delivers superior corrosion protection and a long-lasting, high gloss shine.
- Full Moldboard Trip Design - helps to prevent plow damage when an obstacle is encountered.
- 1/2" X 6" High-Performance Cutting Edge - built using HARDOX® wear plate to provide extended wear resistance and comes with built-in curb guards and snow catcher.
- Snow Catcher - in the center section is designed to catch snow at the plow's pivot point-so no snow lines are left behind.
- Reinforced Moldboard - increases blade rigidity for increased durability.
- Heavy-Duty Push Frame And Center Section
- High-Performance Hydraulic Package
- SmartLock Cylinders - keeps blades straight when backdragging.
- Enclosed Hydraulics - protects against corrosion and hydraulic freeze-up.
- Chainless Hydraulic Cylinder Lifting System
- Snow Deflector Kit

**WINDOW GUARD:**

- Custom OJW Headache Rack
- 1-1/2" Square Tube Construction
- No. 9 flattened steel window protection
- All Stainless Steel Construction

**RUNNING BOARDS:**

- -1- Set of Grip Strut Running Boards (Crew Cab)



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## Quotation

Page 3 of 3

### Description of Work

#### LIGHTING:

##### Whelen Justice Series JV8AAAA Amber Light Bar 50"

- Mounted directly to headache rack, **NO SPACERS**. Otherwise, the truck cannot go through Douglas County's car wash
- Controller mounted In-Cab

#### MUD FLAPS:

- O.J. Watson Rear Mud Flaps

**Total Price: \$35,405.00**

➤ ***All pricing is good for -30- days from date of quotation***

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- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

#### Accepted

By: \_\_\_\_\_ Quoted By: Randy Shamy

Date: \_\_\_\_\_ Date: 6/02/2025



O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, Colorado 80216  
303-295-2885 or 800-332-2124  
Fax: 303-296-8049  
www.ojwatson.com

## Quotation

Page 1 of 6

Customer: DOUGOM  
Douglas County  
3026 N. Industrial Way  
Castle Rock CO 80109

Contact: Brian Franklin  
Phone: (303) 660-7361  
2nd :  
Email: bfranklin@douglas.co.us

Salesperson: Randy Shamy

Quote Number: RPS893-1  
Quote Date: 6/02/2025  
Quote valid until: 7/01/2025  
Revision Number: 1

Work Order:

### Build Information:

Year / Make / Model	2025 Ford F550 4x4	End User	Douglas County
Cab Configuration	CREW	Unit #	15020 (31400-3 Road & Bridge)
Fuel Type	DIESEL	Item / PO#	
CA / CT	60"		
Rear Axle	DRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to offer the following equipment quotation per requested Douglas County specifications with pricing in accordance with OJW and City and County of Denver Master Supplier Contract Number SC-00003211 to include -

### FURNISH AND INSTALL

#### FLATBED:

#### Norstar Model SL STEEL Flatbed Body



- Length: 9'-4"
- Width: 90"
- Deck Width: 93"
- Weight: 1,820 lbs.
- Structural Steel Frame
- 4" Channel Runners
- 2.5" 18.5k Rated Receiver
- 30k Rated 2 5/16" GN Ball
- Formed 3 x 3/16" Channel Cross Members

**Description of Work**

- Steel Tube Head Rack with Cross Bars, Tail & Rev. Lights
- Steel 1/8" Diamond Plate Floor
- Built in Gooseneck with square hole and a cover – No Trough
- Angled Fuel Filler Neck & DEF Ready
- 4 Tool Boxes & Locking Chrome Paddle Latches
- LED STRIP LIGHTS TO BE INSTALLED IN THE FOUR FLATBED TOOL BOXES
- All LED Strip Lights to be activated by one up fitter switch
- Skirted Rear Bumper with Anti-Slip Step
- 12Ga Steel Construction with 11Ga Bumper
- Adjustable Black Smooth Fender Flares
- 3/4" LED Marker Lights
- 4 Clear 6" Oval LED Reverse Lights
- 6 Red 6" Oval LED ST/TL/TN Lights
- Single LED License Plate Light
- Side & Rear Reflectors
- Primer & Powder Coated Black
- All Lighting DOT Approved
- Molded Sealed Harness with Resistors
- 7 Way Receiver Female Plug with Adapter
- 7 Way Plug in Gooseneck Well
- Adjustable Galvanized Shelf in Front Tool Boxes
- Mud Flap Brackets
- Rear Stake Rack (Removeable) - 18" Height

**DRAWER UNIT:**

**C-Tech / Norstar 6-Drawer Unit**



- MotionLatch® Technology
- Multiple Mounting Points
- Powder Coat Finish - Fire Engine Red
- Mounted Driver Side Vertical Compartment

**SPREADER:**

**Boss VBX 9000 Hopper Spreader (Auger)**



**Description of Work**



- Auger Feed System - mild steel helical auger for long life and reliability
- Poly Hopper is built to outlast the elements
- Dual Variable Speed Controller is equipped with auto-reverse and over-load protection
- LCD Screen In-Cab Controller is backlit for clear visibility and ease of use
- 14.5" Diameter Urethane Spinner is durable, corrosion-resistant and ensures consistent distribution
- Enclosed Spinner Motor is weather and dust sealed to ensure performance, durability and reliability
- Tarp with Integral Tie-Downs to protect spreading material from the elements
- Dual Variable Speed Vibrators prevent material bridging for ease of operation
- Inverted V-Baffle reduces material build-up for optimal spreading efficiency

**VBX LED Work Light Kit (2 lights)**

\*\*\* To be mounted rear of sander each side and operated by one up fitter switch

**SNOWPLOW:**

**-1- Boss 9'-2" V XT Steel Plow**



- SmartHitch 2 - Flip, plug, click. The three-step attachment process makes it easy to switch between plows.
- SmartLight 3 L.E.D with Ice Shield Technology shines brighter and farther than traditional halogen systems with best-in-class 100% L.E.D. lighting.
- SmartTouch 2 - Our high-tech, ergonomic control features large, backlit buttons for ease of use.
- SmartShield - Delivers superior corrosion protection
- Full Moldboard Trip Design
- 1/2" X 6" High-Performance Cutting Edge - built using HARDOX® wear plate to provide extended wear resistance and comes with built-in curb guards and snow catcher.
- Snow Catcher - in the center section is designed to catch snow at the plow's pivot point-so no snow lines are left behind.
- Reinforced Moldboard
- Heavy-Duty Push Frame And Center Section



**Description of Work**

- High-Performance Hydraulic Package
- SmartLock Cylinders - keeps blades straight when backdragging.
- Enclosed Hydraulics - protects against corrosion and hydraulic freeze-up.
- Chainless Hydraulic Cylinder Lifting System
- Snow Deflector Kit
- Cast Iron Plow Shoe

**TOOLBOX:**

**Phoenix Toolboxes: 24" Length x 18" Depth x 18" Height**



- Black Powder Coated Steel Body
- SS Polished Door
- 3 Drawers
- Eberhard Evolution latch

\*\*\* To Be Mounted on top of flatbed edge directly behind upright boxes - 1 curbside and 1 street side

**INVERTER:**

- 3,000 Watt
- To be mounted in curbside front toolbox
- Wired to truck battery

**FUEL TANK:**

**Description of Work**



- 50 Gallon "L" Shaped Transfer Tank
- Black
- 15 GPM Electric Pump
- Mounted directly behind headache rack and centered
- Wired to up fitter switch to activate

**LIGHTS:**

- Whelen Justice Series JV8AAAA Amber Light Bar 50"
- Mounted directly to headache rack, NO SPACERS. Otherwise, the truck cannot go through Douglas County's car wash
- Controller mounted In-Cab

**RUNNING BOARDS:**

- -1- Set of grip strut running boards to accommodate a Crew cab truck (Covers Cab Only)

**CAMERA:**

- Back-Up Camera utilizing the OEM wiring harness and monitor

**MUD FLAPS:**

- O.J. Watson Mud Flaps

**Total Price: \$64,355.00**

**Optional Items:**

Norstar SL 9'-4" ALUMINUM FLATBED In LEIU OF STEEL FLATBED .....

NOTES: 15" GN TROUGH NOT AVAILABLE on ALUMINUM BODY / Aluminum Flatbed delivery is Six Months

- **All pricing is good for -30- days from date of quotation**
- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.



O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, Colorado 80216  
303-295-2885 or 800-332-2124  
Fax: 303-296-8049  
www.ojwatson.com

## Quotation

Page 6 of 6

- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 06/02/2025



**O.J. Watson Company, Inc.**  
 5335 Franklin Street  
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## Quotation

Page 1 of 3

**Customer:** DOUGOM  
 Douglas County  
 3026 N. Industrial Way  
 Castle Rock CO 80109

**Contact:** Brian Franklin  
**Phone:** (303) 660-7361  
**2nd :**  
**Email:** bfranklin@douglas.co.us

**Salesperson:** Randy Shamy

**Quote Number:** RPS888-1  
**Quote Date:** 5/29/2025  
**Quote valid until:** 7/01/2025  
**Revision Number:** 1

**Work Order:**

### Build Information:

Year / Make / Model	2025, Ford, F350 4x4	End User	DOUGLAS COUNTY
Cab Configuration	SUPER	Unit #	15054 (31600 Traffic)
Fuel Type	GAS	Item / PO#	
CA / CT	8' Pickup Box		
Rear Axle	SRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to quote the following equipment per requested Douglas County specifications with pricing in accordance with OJW & City & County of Denver Master Supplier Contract Number SC-00003211 to include -

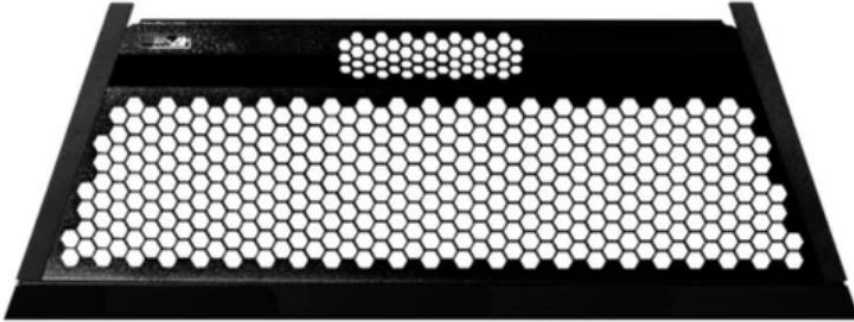
#### FURNISH AND INSTALL

#### Highway Products Pickup Pack™:



- Flat Center Hatch
- Two lockable low-side boxes that run the full length of the truck bed
- When closed, the hatch locks the tailgate, making the bed area secure and weather resistant
- Black Diamond Plate
- Hex Headache Rack - Black

Description of Work



**RUNNING BOARDS:**

-1- Set of Grip Strut Running Boards (Super Cab)

**LIGHTING:**

**Whelen Justice Series JV8AAA Amber Light Bar 50"**

- Mounted directly to headache rack, NO SPACERS. Otherwise, the truck cannot go through Douglas County's car wash
- Controller mounted In-Cab

**(4) Hideaway Grill Lights**

- 1" round with bezel mounted inside the grill
- Amber

**(2) Hideaway Grill Lights (1 in each taillight)**

- 1" round mounted inside the rear taillight enclosure
- Amber

\*\*\*All amber hideaway lights to be mounted to one up fitter switch

**SPOTLIGHT:**

**Whelen Argos Spotlight**

- Driver's Side Fender Mount
- 360 degrees of continuous rotation
- 180 degrees tilt range
- In-Cab Control head features a paddle and three push-buttons



**MUD FLAPS:**



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## Quotation

Page 3 of 3

### Description of Work

- O.J. Watson Mud Flaps

**Total Price: \$21,516.00**

- ***All pricing is good for -30- days from date of quotation***
- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
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Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 05/29/2025



**O.J. Watson Company, Inc.**  
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## Quotation

Page 1 of 3

**Customer:** DOUGOM  
 Douglas County  
 3026 N. Industrial Way  
 Castle Rock CO 80109

**Contact:** Brian Franklin  
**Phone:** (303) 660-7361  
**2nd :**  
**Email:** bfranklin@douglas.co.us

**Salesperson:** Randy Shamy

**Quote Number:** RPS886

**Quote Date:** 6/02/2025

**Quote valid until:** 7/01/2025

**Revision Number:** 0

**Work Order:**

### Build Information:

Year / Make / Model	2025, Ford, F350 4x4	End User	DOUGLAS COUNTY
Cab Configuration	CREW	Unit #	08034 (51100 Parks)
Fuel Type	DIESEL	Item / PO#	
CA / CT	40"		
Rear Axle	SRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to quote the following equipment per requested Douglas County specifications with pricing in accordance with OJW & City & County of Denver Master Supplier Contract Number SC-00003211 to include -

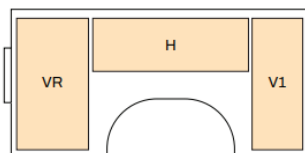
**REMOVE EXISTING PICK-UP BOX**

**FURNISH AND INSTALL**

**UTILITY BODY:**

-1- Reading Classic II 82" Steel Utility Body  
**FOR 40-42" CA SHORT BED PICKUP**

#### STANDARD 40" BODY



CURBSIDE VIEW

#### COMPARTMENT SIZES

V1	17" W x 40" H	13" D
H	42" W x 18.50" H	13" D
VR	23" W x 40" H	13" D

LENGTH 82	HEIGHT 40	WIDTH 77.5
TYP. WEIGHT	STEEL 919	ALUMINUM 472

- 82" overall length
- SRW
- "A" - "A" Configuration
- Hidden Hinges
- Pooched Rear Bumper
- E-Coat Prime and Powder Coat Finish
- Slam Action Tailgate
- Nitrogen Gas Door Struts
- Dual-Pro Door Seal System
- Galvanized Shelves



**Description of Work**

- LED Combination Lights - Stop, Tail, Turn and Reverse

Body Compartment lay out and specifications:

Road side "A" compartment configuration including:

- Forward vertical compartment is to incorporate two -2- adjustable shelves
- Horizontal compartment is to incorporate one -1- shelf
- Rear vertical compartment is to incorporate two -2- adjustable shelves

Curbside "A" compartment configuration including:

- Forward vertical compartment is to incorporate two -2- adjustable shelves
- Horizontal compartment is to incorporate one -1- shelf
- Rear vertical compartment is to incorporate two -2- adjustable shelves

---

**SNOWPLOW:**

**-1- New Boss 8'-2" Power V XT Plow**



- SmartHitch 2 - Flip, plug, click.
- SmartLight 3 L.E.D with Ice Shield Technology
- SmartTouch 2 - Our high-tech, ergonomic control features large, backlit buttons for ease of use.
- SmartShield - Delivers superior corrosion protection and a long-lasting, high gloss shine.
- Full Moldboard Trip Design - helps to prevent plow damage when an obstacle is encountered.
- 1/2" X 6" High-Performance Cutting Edge - built using HARDOX® wear plate to provide extended wear resistance and comes with built-in curb guards and snow catcher.
- Snow Catcher - in the center section is designed to catch snow at the plow's pivot point-so no snow lines are left behind.
- Reinforced Moldboard - increases blade rigidity for increased durability.
- Heavy-Duty Push Frame And Center Section
- High-Performance Hydraulic Package
- SmartLock Cylinders - keeps blades straight when backdragging.
- Enclosed Hydraulics - protects against corrosion and hydraulic freeze-up.
- Chainless Hydraulic Cylinder Lifting System
- Snow Deflector Kit

---

**WINDOW GUARD:**

- Custom OJW Headache Rack
- 1-1/2" Square Tube Construction
- No. 9 flattened steel window protection
- All Stainless Steel Construction



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Fax: 303-296-8049  
www.ojwatson.com

## Quotation

Page 3 of 3

### Description of Work

#### RUNNING BOARDS:

- -1- Set of Grip Strut Running Boards (Crew Cab)

#### LIGHTING:

##### Whelen Justice Series JV8AAAA Amber Light Bar 50"

- Mounted directly to headache rack, **NO SPACERS**. Otherwise, the truck cannot go through Douglas County's car wash
- Controller mounted In-Cab

#### CAMERA:

- Back-Up Camera utilizing the OEM wiring harness and monitor

#### MUD FLAPS:

- O.J. Watson Rear Mud Flaps

**Total Price: \$34,034.00**

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Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 6/02/2025



**O.J. Watson Company, Inc.**  
 5335 Franklin Street  
 Denver, Colorado 80216  
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## Quotation

Page 1 of 3

**Customer:** DOUGOM  
 Douglas County  
 3026 N. Industrial Way  
 Castle Rock CO 80109

**Contact:** Brian Franklin  
**Phone:** (303) 660-7361  
**2nd :**  
**Email:** bfranklin@douglas.co.us

**Salesperson:** Randy Shamy

**Quote Number:** RPS909

**Quote Date:** 6/02/2025

**Quote valid until:** 7/01/2025

**Revision Number:** 0

**Work Order:**

### Build Information:

Year / Make / Model	2025, Ford, F350 4x4	End User	Douglas County Animal Control
Cab Configuration	REGULAR	Unit #	SWAB-0095 (55500 DSCO Dog Catcher)
Fuel Type	GAS	Item / PO#	
CA / CT	56"		REFURBISH
Rear Axle	SRW		



### Quoted Items:

#### Description of Work

O.J. Watson Company, Inc. is pleased to quote the following equipment refurbishment per requested Douglas County specifications with pricing in accordance with OJW & City & County of Denver Master Supplier Contract Number SC-00003211 to include -

#### SWAB REFURBISH AND TRANSFER COMPONENTS:

- Transfer and refurbish one 2007 (S/N: 6073) SWAB Animal Transit Body (Unit 0095 (55500 DCSO Dog Catcher)
- Remove from existing Douglas County vehicle
- F350 Pick-Up Box Removal

#### Refurbish including:

- Complete strip of door seals, handles, lighting and interior components
- Repair all existing cracks in fiberglass
- Prep and paint WHITE to match Ford paint code (taken from new carry vehicle), via single stage clear coat process
- Reinstall existing interior vent panels



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## Quotation

Page 2 of 3

### Description of Work

- Replace two slide rails for curbside treadplate pull-out tray

### Reinstall on new Ford F-350 and include the following new body components:

- New SWAB Mounting Kit to accommodate new Ford F series truck

### REMOUNT 2007 SWAB ARF.95, SERIAL # 6073, ONTO 2025 FORD F-350 PICK-UP CHASSIS WITH 56" CAB-TO -AXLE AND SINGLE REAR WHEELS

#### REAR BUMPER:

- ONE 2025 FORD REAR BUMPER WITH BRACKETS AND TREAD PLATE STEP.
- MOUNTING KIT: 2025 FORD F350 CHASSIS)
- TWO FRONT MOUNTING PEDESTALS
- TWO REAR MOUNTING ANGLE BRACKETS.
- SIX BODY ISOLATORS
- AFTERMARKET FUEL FILL KIT FOR FORD PICK-UP CHASSIS. FORD MOUNTING INSTRUCTION SHEET.

#### STAND ALONE AIR CONDITIONING/HEATING KIT:

- ONE DANHARD 45-936FD AIR CONDITIONING- HEATING EVAPORATOR WITH MOUNTING BRACKET. ONE (1) DANHARD #00819DC ROOF MOUNTED CONDENSER.
- ONE (1) COMPRESSOR MOUNTING KIT #FMK242SD508-I6DA ONE (1) COMPRESSOR 05-56047.
- ONE (1) CLIMATE CONTROL KIT 20-3667
- ONE (1) DRYER W/ PRESSURE SWITCH 23-5041P ONE (1) HIGH PRESSURE SWITCH 12-2151 REQUIRED A/C HOSES
- REQUIRED 2 ½" DUCT HOSES AND FITTINGS. REQUIRED HOSE FITTINGS AND "O" RINGS.
- REQUIRED SOLINOID VALVE, PROPORTION VALVES, HOSES AND FITTINGS FOR HEAT.
- NEW DOOR GASKETS FOR SIX ANIMAL COMPARTMENT DOORS.
- EVAPORATOR HOOD COVER.

#### ELECTRICAL AND HOSE DIAGRAMS FOR FORD ADDITIONAL PARTS:

- AFTERMARKET BACK-UP CAMERA KIT.
- SEVEN (7) EXTERIOR DOOR HANDLES WITH KEYS.
- SEVEN (7) 31.5" STAINLESS HINGES FOR EXTERIOR DOORS.
- ONE (1) LED LICENSE LIGHT, FOUR (4) 4" RED STOP/TURN/TAIL LIGHTS. TWO (2) 4" LED BACK-UP LIGHTS. TWO (2) LED 2 ½" MAKER LIGHTS. ONE (1) LED CENTER STOP LIGHT.

#### RUNNING BOARDS:

- One -1- set of BLACK grip strut running boards to accommodate a new Ford F-350 REGULAR CAB

#### MISCELLANEOUS:

- Completed vehicle label installed in cab
- New -7- way RV style trailer socket (hitch is to be supplied by OEM)
- Conspicuity Tape
- O.J. Watson Mud Flaps
- Weight Ticket

**Total Price: \$42,774.00**



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## Quotation

Page 3 of 3

- **All pricing is good for -30- days from date of quotation**
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- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: Randy Shamy

Date: \_\_\_\_\_ Date: 06/02/2025

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>
<b>City &amp; County of Denver</b>
Purchasing Division
201 West Colfax Avenue, Dept. 304
Denver, CO 80202
United States
Phone: 720-913-8100 Fax: 720-913-8101



Supplier Contract No.		SC-00003211	
Date:	August 9, 2018	Revision No.	
Payment Terms	Net 30	Ordinance (as applicable):	
Freight Terms	DESTINATION		
Ship Via	Best Way		
Buyer:	Andrew Miskell		
Phone:	(720) 913-8159		

Workday Supplier ID: DENVR0000000342 Phone: (303) 295-2885

Email: [DEckrich@OJWatson.com](mailto:DEckrich@OJWatson.com)

O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, CO 80216

Ship To: Various locations within the City and County of Denver

Bill To: As Specified By Agency

Attn: Dick Eckrich  
Colorado Secretary of State ID: 19871720022  
U.S. Federal SAM Registry Verification Date: 07/30/2018

## 1. Goods/Services:

O.J. Watson Company, Inc., a corporation located in the State of Colorado, ("Vendor" or "Supplier") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

## 2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

## 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

## 4. Term, Extension, or Renewal:

The effective period of this agreement shall be from the date of City signature to and including **07/31/2021**. It is also a specific provision of this agreement that the City and the Vendor may mutually agree to renew and continue this agreement for additional periods at the same price structure, terms and conditions. However, no extension date may surpass **07/31/2026**.

## 5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

## 6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

## 7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

## 8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.



**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Fifteen Million Dollars (\$15,000,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive



Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods

or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

**25. Records and Audits:**

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not 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; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

## Strategic Long-Term Procurement of Various Truck Bodies with Parts and Service Consideration

- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

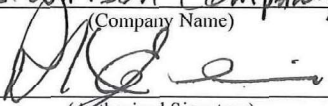

### 32. Federal provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). DAVIS-BACON ACT COMPLIANCE Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). ANTI-KICKBACK ACT COMPLIANCE Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). CONTRACT WORK HOURS AND SAFETY STANDARDS Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contractor agrees to comply with 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 awarding agency. CLEAN AIR AND WATER REQUIREMENTS Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. ENERGY CONSERVATION REQUIREMENTS The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) NO SUSPENSION OR DEBARMENT Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying 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 in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Strategic Long-Term Procurement of Various Truck Bodies with Parts and Service Consideration

This Master Purchase Order is acknowledged and agreed to by:

<b>Vendor Name:</b> <u>O.J. Watson Company, Inc.</u> <small>(Company Name)</small>		<b>City &amp; County of Denver, Purchasing Division</b>	
<b>By:</b> <u></u> <small>(Authorized Signature)</small>	<b>By:</b> <u></u>		
<b>Print Name:</b> <u>R.K. Eekrich</u>	<b>Print Name:</b> <u>Andrew Miskell</u>		
<b>Title:</b> <u>President</u>	<b>Title:</b> <u>Senior Buyer</u>		
<b>Date:</b> <u>8-17-2018</u>	<b>Date:</b> <u>08/21/2018</u>		

Supervisor Initial: 

**Note:** This contract is contingent upon City Council action and approval, per DRMC 3.26(e).



## Strategic Long-Term Procurement of Various Truck Bodies with Parts and Service Consideration

## EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2021.

Should you desire to extend this contract to and including 7/31/2022, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.

City &amp; County of Denver, Purchasing Division

By: (Company Name)  
(Authorized Signature)

By: Romero, Michael P. - Purchasing  
 Digitally signed by Romero, Michael P. - Purchasing  
 Date: 2021.06.18 08:38:46 -06'00'

Print Name: R. K. EckrichPrint Name: Michael RomeroTitle: PresidentTitle: Buyer SupervisorDate: May 25, 2021Date: 6.18.2021

Note:

## Extension No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2022.

Should you desire to extend this contract to and including 7/31/2023, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.

City &amp; County of Denver, Purchasing Division

By: (Company Name)  
(Authorized Signature)

By: Romero, Michael P. - GS Procurement Manager  
 Digitally signed by Romero, Michael P. - GS Procurement Manager  
 Date: 2022.07.26 14:34:06 -06'00'

Print Name: Richard EckrichPrint Name: Michael RomeroTitle: PresidentTitle: Procurement ManagerDate: July 25, 2022

Date:

Note:

\*\*\*2022-2023 Service rates have been modified (8.1.2022-7.31.2023) along with parts discount for manufacturers not specifically identified herein. See page 11; no other changes. mromero

Volume purchase discount waived for this renewal period as well.

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.  
Invoicing must contain the individual PO number that corresponds with the order.  
General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 3 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2023.

Should you desire to extend this contract to and including 7/31/2024, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: OJ WATSON COMPANY, LLC.  
(Company Name)  
By:   
(Authorized Signature)  
Print Name: Mark Eckrich  
Title: Vice President-General Manager  
Date: 06.16.2023

City & County of Denver, Purchasing Division  
By: MICHAEL ROMERO\_GS  
DCPO  
Digitally signed by MICHAEL ROMERO\_GS DCPO  
Date: 2023.06.23 15:49:22  
-06'00'  
Print Name: MICHAEL ROMERO  
Title: DCPO  
Date: \_\_\_\_\_

Note: 8/1/2023-7/31/2024, Service rates adjusted-See page 11, no other changes from last renewal. MROMERO 6.2.2023

Extension No. 4 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2024.

Should you desire to extend this contract to and including 7/31/2025, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.  
(Company Name)  
By:   
(Authorized Signature)  
Print Name: Mark Eckrich  
Title: Vice President - General Manager  
Date: 07.08.2024

City & County of Denver, Purchasing Division  
By: MICHAEL ROMERO\_GS  
DCPO  
Digitally signed by MICHAEL ROMERO\_GS DCPO  
Date: 2024.07.15 11:14:32  
-06'00'  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Note:

Updated service rates (page 11), no other changes through 7/31/2025

EXHIBIT "A"

**Supplier Contract No.:** SC-00003211  
**Vendor Name:** O.J. Watson Company, Inc.  
**Title:** Strategic Long-Term Procurement of Various Truck Bodies with Parts  
and Service Consideration

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**It is recommended that you use your Supplier Contract No. – SC-00003211 in all future correspondence, billing, invoicing or other communications.**

Description of the goods, and services related thereto, being purchased and pricing:

**1) SCOPE OF WORK/DELIVERABLES**

- A. The primary objective of this agreement is to initiate a long-term agreement with a vendor with regards to procuring Cab and Chassis & Truck Body Equipment.
  - a. City Vehicle Reference Numbers: TBD on a later date after award
- B. A secondary objective is to establish:
  - a. Firm long-term pricing structures/ rates with regards to:
    - i. Additional vehicle/ equipment procurements in the future
    - ii. Parts and component pricing
    - iii. Hourly Labor Rates: Shop and Field
  - b. Warranty Protocols
  - c. Customer Service Protocols

**2) F.O.B. POINT:**

All unit prices, parts prices, and percentages quoted must be quoted at a firm price F.O.B. destination, delivered to the following sites:

**City and County of Denver Fleet Management – Roslyn location**  
**5440 Roslyn Street**  
**Building C – Door 26**  
**Denver, CO 80216**

**AND**

**City and County of Denver Fleet Management – Central Platte Location**  
**1271 West Bayaud Avenue**  
**Building #5**  
**Denver, CO 80223**

**AND**

**Denver International Airport Fleet Management**  
**2700 East 80<sup>th</sup> Avenue**  
**Denver, CO 80249**

**Note:** Additional locations may be added or modified during the life of this contract and the Supplier will be notified accordingly.



**3) PATENTS:**

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Award. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

**4) PAYMENT CONDITIONS:**

Payment will be made upon final delivery and acceptance of the equipment, supplies, and/or service by the City.

**5) DELIVERY EXPECTATIONS:**

The Supplier shall deliver a completed unit to the City and County of Denver within one hundred and eighty (180) calendar days from the time the cab and chassis has been delivered to the Supplier's facility or to a location agreed upon that is outside of the Denver Metro area, whichever site is delivered to first. A completed unit shall be considered as a unit that does not require any additional work or upfits to be installed and the delivery is considered complete and acceptable to the City and County of Denver.

If the Supplier does not deliver a completed unit on or prior to the one hundred and eightieth (180<sup>th</sup>) day, the Supplier shall credit five hundred dollars (\$500.00) per unit per thirty (30) calendar days of delinquency, no matter the truck body or upfit. Penalties shall run in thirty (30) calendar day cycles, which means that the amount for credit shall be the same for a unit that is one (1) calendar day late or thirty (30) calendar days late. If a unit continues to be late on the thirty-first (31<sup>st</sup>) day, then a new five hundred (\$500.00) dollar credit shall be applied for that particular unit. This monthly penalty will continue until a finished and complete unit is delivered and accepted to/by the City and County of Denver.

**6) PRICING:**

All prices and percentages quoted shall be firm and fixed for the initial year of the contract period. Prices and percentages regarding all OEM Parts, Shop Rate, Field Rate, Parts and Components Discounts, and Percentage Discounts towards future Truck Bodies shall remain firm and fixed for the duration of the entire contract period. Prices regarding the purchases of future Truck Body Units may be adjusted annually upon request after the initial term. Prices regarding future Truck Body Units shall be negotiated and mutually agreed upon by the Vendor and the City and County of Denver Purchasing department, provided however, that adjusted increases in prices shall not exceed the inflation rate as defined by the Bureau of Labor Statistics (BLS.gov) PPI for Motor Vehicle Body and Trailer Manufacturing, series ID PCU33621.

<https://beta.bls.gov/dataViewer/view/timeseries/PCU33621-33621>

- Base Index shall be established as the average of the following six (6) months: June 2017 – November 2017. The Adjusted PPI will be based on the six (6) months that are most recent to the future purchase.
- Future vehicle procurements (as applicable) pricing will be calculated as indicated in the following example:
  - Truck Body Units have an original unit purchase price of \$135,000.00 in April of 2018
  - The Base Index is equal to 138.23
  - In June of 2019, the City desires to purchase an additional Truck Bodies with specifications equivalent to originally purchased units from RFP # 0751A (2018)
  - PPI Adjustment index in June of 2019 is 142.57 and was averaged over the previous 6 data points

- The anticipated percentage adjustment would be 3.140%
  - $[(\text{New PPI} - \text{Old PPI}) / \text{Old PPI}] \times 100\% = \text{Adjusted PPI \% increase/decrease}$
  - $[(142.57 - 138.23) / 138.23] \times 100\% = 3.1396\% - \text{Rounded to } 3.140\%$
- The anticipated price for June 2019 for an equivalent unit would be  $\$135,000.00 \times 3.140\% = \$4,239.00$   
 $+ \$135,000.00$  (Original Base Year Price = \$139,239.00)

8.1.2024- 7.31.2025 Service Rates Below

*All items in Additional Items Pricing below shall be firm and fixed for the life of the contract, except as noted and updated*

<i>Additional Items Pricing</i>	<i>Price/Percentage</i>
Standard Shop Rate	\$205.00 / Hour
Standard Field Rate	\$220.00/ Hour
Expedited Shop Rate	\$220.00/Hour
Expedited Field Rate (Vendor Tech to arrive within two (2) hours of City call/request)	\$220.00 /Hour
Parts Percentage Discount offered for various truck body parts (All other brands of parts that are not included in the section below)	Manufacture list price LESS 10% At Vendor's Cost -- 0% markup
<del>Volume pricing shall be firm and fixed for the life of the contract</del>	
<i>Volume Items Pricing</i>	<i>Price/Percentage</i>
Ordering of one to five (1-5) units	Base Bid Price
Ordering of six to ten (6-10) units	<del>Less \$1,000.00 per unit</del>
Ordering of eleven or more (11+) units	<del>Less \$2,000.00 per unit</del>
<i>Additional brands of components and corresponding discounts for all future parts and replacement parts needs</i> <i>(All prices are for goods only; installation labor to be quoted per unit)</i> <i>(All price percentage discounts are firm and fixed for the life of the contract)</i>	
<i>Additional Items Pricing Percentages</i>	<i>Price/Percentage</i>
Boss Snowplows – Entire catalog	-10% list price to Denver
Weatherguard Truck and Van – Entire catalog	-15% list price to Denver
Monroe Snow and Ice – Entire catalog	-10% list price to Denver
Whelen Lighting	-10% list price to Denver
Force America	-20% list price to Denver
Certified Power	-20% list price to Denver

## 7) PARTS AND COMPONENTS PRICE UPDATES:

- a) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a 15-calendar day written notice by the vendor to the City.
- b) Vendors will be allowed to submit price list changes only once in any one 180-day time period, after the initial twelve (12) months of the contract start date
- c) Vendor updated pricing is to be submitted to Purchasing and City agencies.
- d) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.

**8) BASE REQUIREMENTS:**

**a) PRODUCT RETURN PROTOCOL**

- i) Agencies shall receive full credit for any parts/ components returned within 365 days of initial delivery.
- ii) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-720 days of initial delivery.
- iii) The only exception(s) that will be made for 8)a)i) and 8)a)ii) shall be for non-stock/special order items, for which a re-stock fee may apply. However, if an item is deemed as non-stock or as a special order, the Supplier shall notify and receive authorization from the requesting City Agency prior to placing the order.
- iv) Vendor shall contact each using agency within thirty days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

**b) PALLETS**

- i) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit shall be applied.

**c) PARTS CONSIGNMENT**

- i) The Vendor shall consider consignment requests on behalf of City agencies.
  - (1) The Purchasing Division will arbitrate consignment arrangements when necessary.

**d) PARTS AND COMPONENT CONSIDERATIONS:**

- i) Standard City Parts and Component Delivery Protocol:
- ii) Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to multiple City locations.
- iii) The Vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City.
- iv) The Vendor shall have the ability to provide a minimum of two (2) deliveries to each City maintenance facility listed above in F.O.B. Point for repair parts. Additional delivery locations may be added or removed by the City during the life of this agreement.
- v) Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.
  - (1) Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
  - (2) If the City deems there to be a need for a second daily delivery, then scheduled orders received Monday-Friday after 12:00 PM to 6:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- vi) The Vendor shall collaborate with City agencies in regards to their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.

- vii) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within 48 hours (Monday through Friday excluding holidays) from the time the order at no charge.
- viii) In the event an order cannot be delivered within the timelines above, the accepted vendor shall contact the agency within two (2) hours of the initial City request and communicate the anticipated lead-time.
- ix) The City shall not compensate the vendor for expedited freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency.
- x) The Vendor is to accommodate expedited delivery requests by City agencies as required; the City shall only compensate the vendor for balance of expedited freight costs versus standard delivery costs.
- xi) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed-when required.
- xii) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.
- xiii) The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

e) PARTS AND COMPONENT WARRANTY

- i) Standard City Warranty Clause:  
Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

f) GENUINE MANUFACTURER ASSURANCE

- i) Genuine Manufacturer Parts and Components that vendor sells to the City and County of Denver shall be sourced **directly** from the Genuine Manufacturer Parts and Components Distribution Center(s).
- ii) Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Manufacturer part numbers.

g) PROCUREMENT METHODOLOGIES-DEFINITIONS

- i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card) for all purchases other than an entire new body.
  - (1) A typical P-Card transaction will not exceed two thousand dollars (\$2,000.00) with any one credit card swipe, however, this is not a hard cap or limit on the City and its needs.
- ii) Blanket PO(Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.

- iii) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
- iv) Catalog: The City Agency will order items through the City's ERP 'Catalog File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Item File'.
- v) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

#### h) PARTS AND COMPONENT BILLING

- i) Vendor shall be able to accommodate combined periodic billing as required.
- ii) Payment methodology may include ACH, check or credit card (P-Card/ Procurement Card) for replacement parts
- iii) The Supplier cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

#### i) CATALOG FILE (PARTS/ COMPONENTS):

- i) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Item File';
- ii) It is a specific requirement of this contract Supplier collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Catalog File' (as required);
- iii) The protocol for the City/ Vendor/ SKU 'Catalog File' collaboration includes but is not limited to the following:
- iv) Specific items will be identified by the City to become a SKU/ Item;
  - (1) The City and vendor will collaborate to determine the SKU/ Item description;
  - (2) Specific SKU/Catalog pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/ Item or as determined by specific bid price for the SKU/ Catalog (as applicable);
  - (3) The SKU/ Catalog price will be fixed for finite periods as determined by the City;
  - (4) City Agencies will order the SKU/ Catalog via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
  - (5) The vendor shall enter/ populate City SKU/ Catalog upload templates with required information and pricing;

#### j) SUPPLIER PERFORMANCE MANAGEMENT:

- i) The City will administer a Supplier performance management program as part this agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

ii) Supplier will be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, may provide at a minimum the following information:

iii) FOR GOODS

- (1) Total dollar value of purchases per City Agency
- (2) Total number of transactions per City Agency
- (3) Percentage of items shipped from local stock
- (4) Percentage of items backordered
- (5) Average delivery time for stock material
- (6) Average delivery time for backorders

Reference Nos.:

CITY AND COUNTY OF DENVER  
Technical Specifications and Bid Items  
For a  
Tandem Axle Multi-Purpose Dump Truck with Options

1.0 General Description

A new current model year 13-yard multi-purpose front discharging live bottom dump body to be installed on a new current model year, Class 8, 66,000 GVWR (plate certified) business class tandem axle truck. The 13-yard multi-purpose front discharging live bottom dump body is intended to be installed on the cab and chassis ( See Attached Specification Documents for Information on the Cab and Chassis) The 13-yard multi-purpose front discharging live bottom dump body shall be compatible and suitable for installation and powered by a turbo-charged diesel engine with charge air cooling, a 66,000 GVWR axle/suspension rating less tires with multi-purpose live-bottom dump body configuration and options. The truck shall be suitable for hauling materials from dirt and debris to asphalt and with options for snow plowing and salt/sand spreading or an approved equal.

1.1 Standard Factory Equipment

All standard factory equipment shall be included with the vehicle/equipment; no deletions of standard factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein but necessary to furnish a complete unit ready for use shall also be included.

1.2 Government Requirements (where applicable)

The vehicle/equipment shall be built to, and perform in accordance with, all the requirements of the latest edition of the following standards and specifications:

- FHWA, Federal Highway Administration
- SAE, Society of Automotive Engineers Specifications
- FMVSS, Federal Motor Vehicle Safety Standards
- DOT, Department of Transportation Regulations
- AWS, American Welding Society Standards
- PUC, Public Utilities Commission (Colorado)

1.3 Workmanship and Durability

Workmanship throughout the vehicle/equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient operation of the equipment/vehicle.

1.4 Completion of Bid Items and Alternates

Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:

- A. Provide vehicle/equipment's technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.



## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

- B. Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".
- C. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being offered, in "Cost" column provide cost if there is a bid item cost.
- D. Vendors shall break out and list costs for each specification section. Failure to break out proposed costs may cause proposal to be non-responsive. Breakout costs will be used for comparisons clarifying cost issues and if deletions to the specifications need to be made.

### 1.5

#### Major Areas of Concern

	Description of Concern
A.	Operator Cab Area to include: <ol style="list-style-type: none"> <li>1. Steering wheel belly room.</li> <li>2. Shoulder leg and hip room.</li> <li>3. Head room.</li> <li>4. Operator's vision.</li> <li>5. Floor height and step distances.</li> <li>6. Ergonomic layout of vehicle and all body controls.</li> <li>7. Ease and speed of operation of all functions.</li> </ol>
B.	Mirror width for use in narrow and obstructed areas to include: <ol style="list-style-type: none"> <li>1. Overall extended mirror width.</li> <li>2. Minimum mirror width.</li> <li>3. Ability for mirrors to be hit by obstructions (branches etc) and absorb the hit without damage.</li> <li>4. Ability for mirrors to be reset or adjusted into position without operator leaving operator's station.</li> </ol>
C.	Dual Function Ability: <ol style="list-style-type: none"> <li>1. Primary function is to efficiently and safely transport hot asphalt to City paving projects and discharge the asphalt into the City paving machines efficiently and at proper temperature for efficient mat lay down of the asphalt.</li> <li>2. Secondary functions are: to efficiently and safely: <ol style="list-style-type: none"> <li>a. Efficiently plow City streets of snow and ice during and after snow storms.</li> <li>b. Distribute granular de-icing agents onto the City streets in prescribed tons/mile and record dispensed amounts.</li> </ol> </li> <li>3. Ability to easily and quickly switch between primary and secondary functions.</li> </ol>
D.	Warranty: <ol style="list-style-type: none"> <li>1. Ability and cost to obtain an extended warranty on dump body, hoist, snowplow/spreader controls and hydraulic system.</li> <li>2. Location of warranty providers.</li> </ol>
E.	Service Ability: <ol style="list-style-type: none"> <li>1. Ability to easily service cab and chassis items that require regular (yearly or less) servicing and maintenance.</li> <li>2. Ability to easily service dump body, snowplow, hydraulic system and spreader body components/items that require regular (yearly or less) adjusting, servicing and maintenance.</li> </ol>

2.0

**Build Status of Vehicles:**

2.1

**Contractor and all sub vendors after receipt of the City's purchase order shall:**

The primary Contractor (prime vendor) shall be responsible for providing within 15 business days to the City a "Preliminary Build Status Plan" to include but not limited to:

1. The "Build Status Plan" shall include sufficient detail to assure that the ordered units will meet specifications and be built to the highest quality standards and be delivered on time.
2. Placement date of initial order with the cab and chassis manufacture.
3. Cab and chassis manufacturer's date of order acceptance. Written order confirmation is required.
4. Placement date of initial order with the body manufacture.
5. Body manufacturer's date of order acceptance. Written order confirmation is required.
6. Build date for cab and chassis to include start date and completion date.
7. Build date for body to include start date and completion date.
8. Delivery date of the cab and chassis to the sub vendor's body manufacturer.
9. Beginning and completion dates for installation of the body on the cab and chassis.
10. Ship date for the completed vehicle (cab and chassis with body) from sub vendor's body manufacturer to Denver and which location shipped to.
11. Contractor and sub vendors local vehicle preparation time.
12. Delivery of a completed vehicle meeting specifications to the City.

2.2

**The Contractor shall contact all sub vendors:**

The Contractor shall contact all sub-contractors providing accessories and equipment for the vehicle (s) and provide the sub-contractors with the a list of all accessories and equipment, manufacturer's order confirmation, order number, vehicle specifications, build date and delivery date to dealer from the vehicle manufacturer on the ordered vehicle. It is the primary selling dealer's responsibility to assure that the sub-contractors orders the accessories and equipment and has the items in stock and is prepared to install the accessories and equipment items when the vehicle arrives at the dealership.

## 3.0

### Basic Requirements or Approved Equal.

The following equipment is intended to be installed on the cab and chassis that is currently in the bid process with the City, RFP # 0750A (2018)  
The cab and chassis shall be compatible and suitable for the installation of the following body equipment without modifications.

## 3.1

### 13-Yard Stainless Steel Multi-Purpose Dump Body or approved equal

Description of Equipment		Offered Equipment		Cost
A.	<p>General Description: The multi-purpose front discharging live-bottom body shall perform multiple purposes efficiently. They are:</p> <ol style="list-style-type: none"> <li>1. In the paving season the body shall transport and off load hot asphalt into the City's paving machines.</li> <li>2. During snow occurrences the body shall efficiently dispense either salt or sand materials onto City streets with spreading rates as low as 10-lbs per lane mile to a maximum of 150-lbs per lane mile with a 1" gate opening.</li> <li>3. The body shall also transport sweeper tailings to dump sites.</li> <li>4. The body shall also be capable of transporting and efficiently off-loading dirt, gravel, cobble and other general construction materials.</li> </ol>	<p>Make: <b>Monroe</b> Model: <b>RDS 180-96-56</b></p> <p><b>Yes</b> No</p> <p>Low Spread Rate: <b>10</b> lbs/lane mile</p> <p>High Spread Rate: <b>150</b> lbs/lane mile</p> <p><b>Yes</b> No <b>Yes</b> No</p>		\$42,743.00

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

<p>B. Stainless Steel Multi-Purpose Live-Bottom Body Construction</p> <ol style="list-style-type: none"> <li>Length: 15'6".</li> <li>Interior Width: 88-inches.</li> <li>Interior wall height: 44-inch.</li> <li>Volume without sideboards: 11.2-cu. yds.</li> <li>Volume with sideboards: 13.2-cu yds</li> <li>The side walls shall radius slope from the vertical sidewall to the flat floor at the conveyor. The radius/slope shall provide for self-cleaning and feeding of materials on to the conveyor. No large "flat" floor/side sections due to poor cleanout of materials</li> <li>The dump body shall have a flat front head sheet or a small/partial dog house to allow for hoist clearance.</li> <li>Tailgate:             <ol style="list-style-type: none"> <li>Height 50" or 6" higher than sidewalls</li> <li>Tailgate shall be "asphalt type" sloped rearward for efficient dump/discharging asphalt into the City's asphalt pavers.</li> </ol> </li> <li>Side walls, head sheet, longsheet, top rail and tailgate shall be constructed of 1-piece no splicing of material and be fully welded.</li> <li>Discharge, front of body</li> </ol>	<p>Body Length: 15'6"</p> <p>Body Width: 88"</p> <p>Wall Height: 44"</p> <p>Volume without side boards: 11.2 yds<sup>3</sup></p> <p>Yes No</p> <p>Width of Flat section: 0" in</p> <p>Body is self-cleaning/clearing with intended materials to be hauled in the body: Yes No</p> <p>Dog House Yes No</p> <p>Dog House Size: 16" W x 35" T x 16" D</p> <p>Height: 50" in</p> <p>Tailgate Type: Asphalt</p> <p>Yes No</p> <p>Discharge Location: Between the frame rails</p> <p>INCLUDED</p>
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	Description of Equipment	Offered Equipment	Cost
C.	<p>Material:</p> <ol style="list-style-type: none"> <li>Sides, 1-piece, 7-gauge/ 3/16" minimum, 201 stainless steel.</li> <li>Head sheet 1-piece, 7-gauge/ 3/16" 201 stainless steel and conform to the body contour. Fully welded inside and outside.</li> <li>Top rail shall be a box formed 7-gauge/ 3/16" 201 stainless steel self-cleaning design (sloped to inside the body) with the top rail over lapping the side wall for additional stiffness.</li> <li>Rear corner posts shall be full depth from top of the tailgate to the bottom of the longills, 7-gauge/ 3/16", 201 stainless steel.</li> <li>Longills shall be fully gusseted 1/4", 201 stainless steel, 14" deep.</li> <li>Lower cross members shall be 7-gauge/ 3/16" x 3" x 2" channel welded to the base of the longills on 2' centers</li> <li>Top cross members shall be 7-gauge/ 3/16" x 3' x 3" formed angle welded to the top of the longills on 12" centers.</li> </ol>	<p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Quantity: <u>N/A</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p>	<p>\$ <u>Included</u></p>
D.	<p>Under Structure:</p> <ol style="list-style-type: none"> <li>Cross members 4" boxed beam 1/4" 201 stainless steel on 12" centers gusseted to longitudinal beams at each beam.</li> <li>Longitudinal beams maximum height 14" boxed-beam 1/4" 201 stainless steel.</li> <li>Longitudinal beams shall mount on extruded rubber strips.</li> <li>Mylar insulator to prevent electrolysis shall separate all dissimilar metals (steel, aluminum).</li> </ol>	<p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Height: <u>14"</u> in  Yes  Yes  No For Aluminum Bodies Only  No For Aluminum Bodies Only</p>	<p>\$ <u>Included</u></p>
E.	<p>Conveyor Floor:</p> <ol style="list-style-type: none"> <li>The floor shall be minimum 1/4" AR 400 steel</li> <li>The floor shall be easily replaceable (bolt-in).</li> <li>The floor shall have 7-gauge/ 3/16" 201 stainless steel conveyor chain guards.</li> <li>The chain guards shall be easily replaceable (bolt-in).</li> </ol>	<p>Material Size &amp; Type: <u>1/4" AR400</u></p> <p>Yes  No  Yes  No  Yes  No</p>	<p>Included</p>
	<p>Conveyor Floor Cover:</p> <ol style="list-style-type: none"> <li>The conveyor shall have a 1/4" steel slide-in conveyor cover for use when not using the conveyor for dispensing salt/sand.</li> <li>The covers shall have 2 D-hooks for lifting</li> <li>The conveyor cover shall be secured to the body so that it cannot come loose or come out during dumping of loads</li> <li>How is the floor cover installed and removed (explain)</li> </ol>	<p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Yes  No  How Secured to Body: <u>Bolted to the body; remove bolts and lift out using the D-hooks</u></p>	<p>Included</p>

	Description of Equipment	Offered Equipment	Cost
G.	<p>Conveyor:</p> <ol style="list-style-type: none"> <li>Conveyor shall be forward discharging</li> <li>Conveyor chain width: 24" measured outside edge of chain to outside edge.</li> <li>Conveyor chain: pintle D667XH type with 26,000-lb tensile strength per stand carbon steel with stainless steel pins and cotter pins</li> <li>Cross bars: 1-1/2" x 1/2" spaced on every chain link approximately 2-1/4" spacing (tight spacing).</li> <li>Drive sprockets: 8 tooth, carbon steel keyed to 2" dia. Shaft minimum.</li> <li>Conveyor motor: 9-hp @ 1,500 psi/15 gpm high-torque, low speed hydraulic motor direct drive to a reduction gearbox.</li> <li>Conveyor bearings: self-aligning, shielded ball flange bearings easily lubricated from central location at rear of unit.</li> <li>Chain wiper: provided at front of conveyor unit.</li> <li>Chain adjustment is not spring-loaded idler shaft with 3" minimum adjustment. Chain shall be easy to adjust from rear of spreader.</li> </ol>	<p>Discharge Direction: <u>Forward</u></p> <p>Chain Width: <u>24"</u></p> <p>Pin Material: <u>D667hx</u></p> <p>Cross Bar Spacing: <u>2 1/4"</u></p> <p>Shaft Size: <u>2"</u> in</p> <p>Motor Specs: <u>18 cubic inch</u></p> <p>Connector Type: <u>Keyed Shaft</u></p> <p>Bearing Type: <u>Roller</u></p> <p>Yes No Yes No Yes No</p>	Included
H.	<p>Material Feed Gate:</p> <ol style="list-style-type: none"> <li>Material feed gate shall be set for 3 openings: <ol style="list-style-type: none"> <li>A non-adjustable 1" open position measured from top of the conveyor cross bar.</li> <li>Full closed which prevents salt/sand from dribbling out onto the conveyor.</li> <li>Full. Open position for maintenance purposes.</li> </ol> </li> <li>Feed gate opening 10" high x 19" wide, material stainless steel.</li> <li>The material feed gate shall manually open/adjust and pin in position with a stainless steel spring loaded pin caged to the handle.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Opening Size: <u>10" x 19"</u></p> <p>Yes No</p>	Included
I.	<p>Spinner and Chute:</p> <ol style="list-style-type: none"> <li>The spinner shall be mounted under the front of the body below the conveyor.</li> <li>The spinner assembly shall be polyurethane with 6 radial distribution fins.</li> <li>The spinner assembly shall be easy and quick to remove for summer and reinstall for winter. <ol style="list-style-type: none"> <li>Installation and remove time shall take no longer than 30 minutes with 4 minimum spring loaded stainless steel caged pin brackets. (Bolts are not preferred)</li> </ol> </li> </ol>	<p>Location: <u>Under front of body, below conveyor</u></p> <p>Material Size &amp; Type: <u>24" Poly</u></p> <p>Yes No</p> <p>Install/Removal Time: <u>30 Minutes</u></p>	Included



## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Request for Proposal No. 0751A (2018)

Description of Equipment	Offered Equipment	Cost
<p>b. The truck frame attachments shall mate to the lower chute/spinner assembly. The attachment shall use two 3/4" handle pins with 14-3/8" grip through the plate brackets mating into female holes in the chute/spinner assembly frame.</p> <p>c. When chute/spinner is removed from the truck only mounting brackets shall remain on the truck.</p> <p>d. The spinner hydraulic connections shall be thru a multi-hose lever-arm connector system.</p> <p>e. The system shall be a Faster Quick Release Coupling Multi-Faster Series set up the same as City units CH150 thru CH153. (no approved equals)</p> <p>1) Female Coupler: P/N 2P508-4-12-N-F</p> <p>2) Male Coupler: P/N 2P508-4-12-N-M</p> <p>4. All male/female fittings shall have protective cover guards to prevent dirt and damage when the hoses are disconnected</p> <p>5. Spinner disk shall be direct mounted on 7.5-hp @ 1500 psi/12 gpm high-torque, low speed hydraulic motor shaft, material carbon steel. Motor shall have built-in speed sensor with "Brad Harrison" connector.</p> <p>6. The 24" spinner disc shall be 1/2" thick poly with six straight flights</p> <p>7. The chute shall have an internal baffle and shall direct salt/sand around the driveline.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Make: <b>Faster</b> Model: <b>Quick Release 9</b></p> <p>Part Number: <b>2P508-4-12-N-F</b></p> <p>Part Number: <b>2P508-4-12-N-M</b></p> <p>Make: <b>White</b> Model: <b>200050F3115AANAA</b></p> <p>Motor Specs: <b>3.2 cubic in. connector</b></p> <p>Connector Type: <b>Brad Harrison</b></p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Included</p>
<p>J. Spinner Deflector Shields:</p> <p>1. Spinner Shields:</p> <p>a. Sides, 2 shields, adjustable. Constructed of stainless steel.</p> <p>b. Left side, 1 shield, adjustable. Constructed of stainless steel</p> <p>c. Right side, 1 shield, adjustable deflector. Constructed of 7 ga. stainless with a 32" diameter and an 11° convex to deflect the material downward.</p> <p>2. One (1) rear easily removable for driveline maintenance and repair covering of 1/4", 2-ply reinforced rubber shall be installed between the conveyor and around the driveline to prevent salt/sand</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Included</p>



	Description of Equipment	Offered Equipment	Cost
	<p>3. Driveline protection, easily removable for maintenance and repair.</p> <ol style="list-style-type: none"> <li>Protective covering shall be ¼" thick, 2-ply, reinforced rubber</li> <li>Installed in and below the truck frame in front of the front drive axle to prevent salt/sand materials from contacting the vehicle axles, suspension, brakes and other components located in the axle area of the truck.</li> <li>The rubber skirting shall extend down to within 10" of the pavement</li> <li>The rubber skirting shall be easily removable for maintenance and repair, 15 minutes maximum.</li> </ol>	<p><b>Yes</b>      No</p> <p>Location: <u>per Spec</u></p> <p>Height Above Pavement: <b>10"</b> _____ in</p> <p>Removal/Reinstall Time: <b>15</b> _____ minutes</p>	Included
K.	<p>Heavy-Duty Tailgate:</p> <ol style="list-style-type: none"> <li>Rear tailgate shall be "high lift" forward hinged 12" on top with dump-thru capabilities. The "high lift" is desired for easier dumping of snow and leafs.</li> <li>Tailgate construction: <ol style="list-style-type: none"> <li>50" high x 88" wide, 6-panel, 7-gauge/ 3/16" 201 stainless steel with a 10-gauge perimeter boxed reinforcement.</li> <li>Offset top hardware.</li> <li>Fully welded construction with reinforced hinge and latch points.</li> <li>Tailgate chains shall be covered to prevent body damage.</li> </ol> </li> <li>Hinge pins shall stainless steel. The pins shall also be drilled for a safety hairpin cotter pin.</li> <li>Safety hairpin cotter pins shall be 302 stainless steel and attached to the body with attachment chain to prevent loss. A safety pin storage hole shall be provided at each location.</li> </ol>	<p>Panels: <b>6 horizontal panels</b> _____</p> <p>Material Size &amp; Type: _____</p> <p><b>Yes</b>      No <b>Yes</b>      No</p> <p>Pin Type: <b>1 ½" round stock stainless steel</b> _____</p> <p><b>Yes</b>      No</p>	\$ Included
L.	<p>Banjo Plates:</p> <ol style="list-style-type: none"> <li>Banjo plates, 201 stainless steel, added for support/safety chains at rear corner posts and tail gate as required.</li> <li>Tailgate shall be able to operate in partial to full open position.</li> </ol>	<p><b>Yes</b>      No <b>Yes</b>      No</p>	\$_Included_
M.	<p>Cab Protector:</p> <ol style="list-style-type: none"> <li>Cab protector 1/8" , 201 stainless steel load bearing type 36" in length with a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</li> <li>Cab protector shall be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</li> <li>Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</li> </ol>	<p>Size: <b>36" x 74"</b> _____</p> <p>Inset Amount: <b>10"</b> _____ in</p> <p><b>Yes</b>      No</p>	\$_Included_

	Description of Equipment	Offered Equipment	Cost
N.	Horizontal and Vertical Members: 1. All horizontal and vertical members shall be self-cleaning to prevent material build up.	Yes No	\$_Included_
O.	Side Board Holders: 1. Height at top of the side boards shall not exceed 8'-10" 2. Side board holders shall be bolt thru design for with a 4" width. 3. Sideboards 3" x 7" stainless steel C-Channel with a 3" wide x 3" high, P/N CACD830 Acme Rubber Company (1.800.222.2263) 4. The dock bumper shall be bolt attached thru a continuous strip of 3/16" stainless steel, bolted on 8" centers, to the top of the stainless steel C-channel.	Height @ Top of Side Boards: 8'-10" Yes No Make: Monroe Model: CCD Special Yes No	\$_Included_
P.	Tie Down Rail: 1. Tarp tie-down rail or 5 evenly spaced hooks on side of body and on tailgate. 2. Tie-down rail and hooks shall be 3/8" dia. 201 stainless steel minimum.	Tie Down Rail Yes No Hooks Quantity: Yes No	Included
Q.	Rear Fenders: 1. Fenders shall be full body length with 3" formed outer lips. 2. Fenders shall be constructed from 7-gauge/ 3/16", 201 stainless steel 3. Fenders shall be reinforced to the body at the front and rear of the body minimum	Yes No Yes No Yes No	Included
R.	Suspension Protection: 1. For Hendrickson rear RTE-463 walking-beam, multi-leaf spring system, dual spring rate. a. Rear rubber skirting to 10" above the pavement shall extend across the rear to prevent asphalt from getting onto the rear suspension and causing damage. b. Front rubber skirting to 10" above the pavement shall extend across the front of the suspension to prevent salt/sand from getting onto the rear suspension and causing damage. c. The rubber skirting shall be easily removable for maintenance and repair, 15 minutes maximum.	Yes No Height Above Pavement: 10" inch Yes No Height Above Pavement: 10" inch Removal Time: 15 minutes	\$_Included_ \$_Included_ \$_Included_
S.	Shovel Bracket: 1. Shovel hook bracket (2 required) located on the left and right side wheel cover of the dump body. 2. The bracket shall be a spring-loaded snap-close clamp to secure the shovel handle to the body with a retention bracket for the top end of the shovel to slide into. The shove blade shall face forward.	Yes No Yes No	\$_Included_

	Description of Equipment	Offered Equipment	Cost
T.	<p>Toolbox:</p> <ol style="list-style-type: none"> <li>1. A toolbox shall be installed on top of the left rear fender just forward of the tandem dual tires.</li> <li>2. The toolbox shall fit the body contour on the back side.</li> <li>3. The toolbox shall be 66" L x Fender Width x 16" T.</li> <li>4. The toolbox door shall be bottom hinged with stainless cable stops on each end of the door</li> <li>5. The box shall be constructed of 304 stainless steel material.</li> </ol>	<p>Location: <u>top of left rear fender</u></p> <p><u>Yes</u> No</p> <p>Toolbox Size: <u>66</u> x <u>16</u> x <u>Taper</u></p> <p><u>Yes</u> No</p> <p><u>Yes</u> No</p>	\$_Included_
U.	<p>Mudguards:</p> <ol style="list-style-type: none"> <li>1. Front of tandem aluminum.</li> <li>2. Rear of tandem heavy-duty rubber anti-sail type. The mud flaps shall be easy to swing forward and hook above the rear tire. The latch system shall have a reinforced hole on the mud flap and a hook on the body to retain the mud flap.</li> <li>3. The rear mud flap hinge joint shall be chain type (no axle type allowed)</li> <li>4. The mud flaps shall not come unhooked when the dump body is raised for dumping into the paving machines.</li> </ol>	<p><u>Yes</u> No</p> <p><u>Yes</u> No</p> <p>Hinge Type: <u>Stored</u> <u>Yes</u></p> <p>No</p>	\$_Included_
V.	<p>Ladder</p> <ol style="list-style-type: none"> <li>1. Mounted left and right rear side of body centered above the rear tire.</li> <li>2. Ladder rungs shall be open grip strut non-slip type.</li> <li>3. Ladder portion below the body shall be a bolt-on type.</li> <li>4. Rungs shall be evenly spaced</li> <li>5. Left side 1st rungs no more than 22" above the ground.</li> <li>6. Right side 1st rungs no more than 22" above the ground.</li> </ol>	<p>Location: <u>left and right center over tire</u></p> <p>Rung Material: <u>grip strut</u></p> <p>1<sup>st</sup> Rung Height: <u>22"</u> inches</p> <p>1<sup>st</sup> Rung Height: <u>22"</u> inches</p>	\$_Included_
W.	<p>Vibrator,</p> <ol style="list-style-type: none"> <li>1. Vibrator, 2 required, shall be a Cougar DC-1100 12-vDC or approved equal:</li> <li>2. Dump body shall have a 12-vDC electric vibrator securely attached to the each lower side of the dump body structure.</li> <li>3. Each vibrator shall produce a minimum of 1,000-lbs of centrifugal force.</li> <li>4. Mounting bolts shall not protrude through the floor.</li> <li>5. A stainless steel safety cable shall secure the vibrator to the body with a minimum of two attachment points located on opposite sides on the vibrator to prevent the vibrator from falling off if the bolts come loose.</li> <li>6. The vibrator shall be mounted using Grade 8 fasteners, washers</li> </ol>	<p>Make: <u>Cougar</u> Model: <u>DC-1100</u></p> <p><u>Yes</u> No</p> <p>Force: <u>1000 LBS</u></p> <p><u>Yes</u> No</p> <p><u>Yes</u> No</p>	\$ Included_

	Description of Equipment	Offered Equipment	Cost
	<p>7. The electrical system shall include and lock nuts.</p> <p>a. Operator abuse automatic timer shutdown. The timer shall be mounted in a location/manner to prevent operator adjustment.</p> <p>b. Automatic overload protection.</p> <p>c. Copper #4 welding cable minimum.</p> <p>d. Cab mounted momentary operator button wired through a constant-duty solenoid.</p> <p>8. The vibrator shall be fully sealed against high-pressure wash water, corrosion, and road dirt.</p> <p>9. The vibrator shall be maintenance free not requiring lubrication or other routine maintenance functions except checking mounting bolts.</p>	<p>Yes No</p> <p>Yes No</p> <p>Cable Size: #4</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	Included
X.	<p>Vehicle Rear Lights: (No Approved Equals)</p> <p>1. All lights shall be Truck-Lite "Lifetime Warranty" 12vDC, LED type, flush mount, sealed Lexan body, grommet insulated with Fit' N Forget multi-pin plugs where possible.</p> <p>2. Integral Stop/Turn/Tail/ Lights mounted in the rear corner post of the dump body model Super 44 P/N 44302R or model 60 P/N 60250R.</p> <p>3. Back up lights Truck-Lite LED, flush mount, sealed Lexan body, grommet insulated, multi-pin units model 44 P/N 44206C.</p> <p>4. Marker lights Truck-Lite LED 3 per side model 10 P/N 10250R or 10250Y or model 30 P/N 30250R or 30250Y.</p> <p>5. Rear ID bar Truck-Lite LED model 35 P/N 35741R or 35740R.</p> <p>6. License plate light, Truck-Lite model 15 P/N 15040</p> <p>7. Wiring shall be sealed Fit' N Forget modular plug-in type where possible.</p> <p>8. Salt/sand spreader illumination light Ecco PN E92007 500 lumens. The light shall be installed to provide night vision at the spreader for the operator but shall not blind on-coming traffic. Location shall be mutually determined at installation</p> <p>9. Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.</p>	<p>Make: Truck Light Per Spec</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Make: Ecco Model: E92007</p> <p>Yes No</p>	<p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p>
Y.	<p>Strobe Light System:</p> <p>Rear Corner Posts:</p> <p>1. Whelen 500 series rubber grommet flush mount system "Ultra Bright" LED strobe/flasher.</p> <p>2. Strobe lights shall be located as follows:</p> <p>a. Rear corner posts top, (1) required per side Whelen 500 Series</p>	<p>Make: Whelen Model: 500 Series</p>	<p>\$_Included_</p> <p>\$_Included_</p>

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	Description of Equipment	Offered Equipment	Cost
	<p>1. Installed above the integral Stop/Turn/Tail/ Lights.</p> <p>2. "Amber", grommet mounted top left side.</p> <p>3. "Blue", grommet mounted top right side.</p> <p>Cab Protector:</p> <p>3. Whelen Model 500 series surface mount with branch protection LED strobe, (2) required per side one front facing and one side facing on front outer corners of the cab protector.</p> <p>a. "Amber", mounted left side P/N 50A03ZAR. (2 required)</p> <p>b. "Blue", mounted right side P/N 50B03ZBR. (2 required)</p> <p>c. Brush Guard P/N 5-BRUSH (4 required)</p> <p>4. The warning lights shall operate off the "TouchGuard Control" panel Spec Section 3.6.E, with 1 switch per strobe light, with light to indicate the strobe is on shall be provided. The TouchGuard package shall consist of a contained CANbus system with 6 individual 15 amp circuits with programmable I/O including N/O, N/C, Toggle or Momentary functionality.</p> <p>5. Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.</p>	<p>Make: Whelen Model: 500 Series</p> <p>Yes No</p> <p>Note: No section 3.6.E is found</p> <p>Yes No</p>	<p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included</p> <p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included_</p>
	Base 15-Yard Live Floor Dump Body Equipment SUB TOTAL COST:	\$ 42,743.00	

**Request for Proposal No. 0751A (2018)**  
**Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration**

**Body Hoist or approved equal:**

Description of Equipment		Offered Equipment	Cost
A.	<p>Body Hoist:</p> <ol style="list-style-type: none"> <li>1. Hoist, Mailhot CS series double acting, nitrated cylinders, direct lift nominal 27.5-ton hoist or approved equal. Vendor shall load test and verify that the hoist is appropriate for its intended use.</li> <li>2. The hoist capacity and design shall be appropriate to lift a fully heaped load of asphalt, wet sand or design water load.</li> <li>3. Hoist material medium-tensile steel meeting NTEA Class 100 requirements.</li> <li>4. Hoist shall be "Direct Lift" type design with the initial cylinder force directed upward for sufficient breakaway force and cylinder force to lift the loads outlined in Sec 3.7.A.2.</li> <li>5. Hoist pivot point bearings shall be greaseless composite bearing material "Never Require Lubrication".</li> <li>6. Hoist capacity: 79,800 lbs, on 1<sup>st</sup> stage @ 2,500 psi.</li> <li>7. Hydraulic system pressure 2,500-psig maximum with 27.5-ton capacity rated at 70% or less of system capacity.</li> <li>8. Vendor shall demonstrate with load lift test that the hoist is proper for the application and the City's intended use.</li> </ol>	<p>Make: <u>Mailhot</u> Model: <u>CS Series</u>  NTEA Type: <u>Direct Lift</u> Class: <u>100</u>  Ton Rating: <u>27.5</u> tons</p> <p>Hoist Type: <u>Direct Lift</u></p> <p><u>Yes</u>      <u>No</u></p> <p>Capacity: <u>39.5</u> tons at <u>2500</u> psig</p> <p>Hoist Cycle Time: <u>45</u> seconds  <u>Yes</u>      <u>No</u></p>	<p>\$5,699.06</p> <p>\$Included</p>

**0003211 - Continued**  
Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

**\$5,699.00**



# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

## 3.3 Hydraulic System and Controls: The following describes a Component Technology hydraulic system. See option section for Force/Monroe I-Grip hydraulic system, and Force America Single Stick hydraulic system. Specs are attached for each.

	Description of Equipment	Offered Equipment	Cost
A.	Hydraulic System Perimeters and Drive Method: 1. Hydraulic system shall operate off of the truck's system at low engine idle (750 rpm) and remain functional at all engine speeds not gaining increased performance above low engine idle speed. 2. Chelsea model 890 transmission "Hot Shift" PTO with hydraulic pump direct mounted to rear of the transmission with a fully enclosed "wet" drive shaft. PTO shall be rated for 670 lb-ft of torque constant duty.	Engine Operating RPM: 600-2000 rpm  PTO Direct Mount: <b>Yes</b> No Make: Chelsea Model: 890	\$ Included  \$ Included
B.	Hydraulic System Design: 1. Hydraulic System shall be closed center, pressure compensated, load sensing type to provide hydraulic power to all accessories. All hydraulic components shall operate effectively and efficiently at	System Type: <u>Danfoss Closed Center</u> <u>Pressure and Load Compensated</u>	\$ Included
	Description of Equipment	Offered Equipment	Cost
	2,500 psi. 2. Pressure gauges for each hydraulic circuit shall be glycerin filled. 3. To augment the circuit pressure gauges the active hydraulic circuit pressure shall be displayed on the Operator Screen 4. Hydraulic Pump shall be cast iron variable displacement load sensing piston type, 5. Hydraulic pump size sufficient to operate the dump body snowplow and sand spreader, (approximate size 5.5 cid [cubic inch displacement] for transmission mount application), pump shall not interfere with the drive shaft or other items that require periodic service or repair. 6. SAE rear ports, SAE type mounting flange. Pump shall be rated for pressures up to 5,000 psi. Pump shall be Sauer Danfoss Series 45 direct mounted to the rear of the transmission using a Chelsea 890 series constant mesh PTO. 7. Hydraulic system shall operate at 2,500-psig maximum operational pressure and 40 gpm minimum at 1,700 rpm. 8. The hydraulic system shall be proper for intended use	<b>Yes</b> No  Make: Danfoss Model: Series 45 JRS75CLS  Pump Size: <u>4.75</u> cid  Operating Pressure: Max 5000 psig  Pump Make: <u>Danfoss</u> Model: Series 45 JRS75CLS Flow: 40 gpm @ 2500 psi @ 1700 rpm PTO Make: <u>Chelsea</u> Model: <u>890 LEFJW</u>  <b>Yes</b> No  <b>Yes</b> No	\$ Included \$ Included \$ Included  \$ Included   \$ Included \$ Included

C.	<p>Hydraulic Reservoir and Valve Enclosure System:</p> <p>1. Hydraulic reservoir/enclosure shall be mounted on the driver's side of the truck frame behind the cab, constructed of 10 gauge steel, "Black" powder coated, 35 gallon nominal capacity and equipped with the following:</p> <p>2. Hydraulic oil shall be ISO Grade 32 multi-viscosity with a -40°F pour point.</p> <p>3. Valve assembly to be enclosed in the tank structure.</p> <p>4. Magnetic drain plug,</p> <p>5. Oil level and temperature sight gauge cage protected. The oil level indicator line shall be permanent (No Decals/Stickers)</p> <p>6. Internal baffle</p> <p>7. Filler breather assembly w/mesh basket and chain.</p> <p>8. Raised formed flange for breather</p> <p>9. Suction port 2" NPT located, backside, one inch off of bottom</p> <p>10. Suction strainer two inch NPT 100 mesh</p> <p>11. Drain port ¾ inch NPT on bottom</p> <p>12. Provisions for tank mount filter</p> <p>13. Valve 2" full flow brass ball valve shall be plumbed at the suction port of the tank</p> <p>14. Valve compartment shall have an easily removable, no tools required, sealed access for servicing valves.</p>	<p>Reservoir Volume: 35 Nominal gallons</p> <p>Oil Type: <u>Brad Pen 32</u></p> <table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr></table> <p>Size: 2 ½"      Mesh Size: 100</p> <p>Size: 2" NPT</p> <p>Size: 2"</p> <table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
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D.	<p>Description of Equipment</p> <p>Hydraulic Filtration:</p> <p>1. In-tank hydraulic filter.</p> <p>a. Rated for no less than 80 gpm</p> <p>b. Filter Schroeder CPI SG03020010 with KZ 10 Synthetic 10 micro-glass element with visual condition indicator gage</p> <p>2. High Pressure, Pressure line Parker model (World Pressure Filter) WPF 7,000 psig rated with 7-micron absolute tandem type (1 per pump).</p>	<p>Offered Equipment</p> <table><tr><td>Yes</td><td>No</td></tr></table> <p>Rating: 80 gpm</p> <p>Make: <u>Schroeder CPI</u> Model:<u>SG03020014</u></p> <p>Filter Rating: <u>10</u> microns</p> <p>Make: <u>Parker</u> Model:<u>WPF302QEV</u></p> <p>Filter Size: 7 microns</p>	Yes	No	<p>Cost</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>																				
Yes	No																								

E.	<p>Hydraulic Control Valve Section:</p> <ol style="list-style-type: none"> <li>The hydraulic valve section shall be a modular manifold design that will efficiently and effectively operate either a front mount salt/sand conveyor and spinner, slid-in salt/sand spreader with liquid (prewet, anti-ice @ 15 gal/lane mile and ice blast @ 75gal/lane mile), dump hoist and other specified hydraulically driven components.</li> <li>Each hydraulic function shall have its own individual manifold stacked together to form the manifold base.</li> <li>The manifold shall consist of: <ol style="list-style-type: none"> <li>Inlet porting: SAE #16.</li> <li>Outlet porting: SAE #20.</li> <li>Load sense porting: SAE #4.</li> </ol> </li> <li>The dump body manifold shall be stacked next to the inlet port.</li> <li>The hydraulic control valves shall be pulse-width modulated and proportionally controlled.</li> <li>Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or other hydraulic valve segments.</li> <li>Each hydraulic valve segment shall have its own individual heavy-duty, continuous-duty solenoid coil.</li> <li>Each solenoid coil shall have an LED power indicator light for troubleshooting and have water/magnesium proof AMP Jr. Style connectors.</li> <li>All coils shall operate on 12vDC and require a maximum of 1,400 mille-amps.</li> <li>Each hydraulic valve shall be equipped with a cam lever style manual override except for the conveyor and spinner sections (these will have thumb screw overrides). Overrides shall be easy to access and operate.</li> <li>Valve flow ratings:</li> </ol>	<p>Make: Danfoss Model: <u>PVG32/100</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p>Size: <u>16</u></p> <p>Size: <u>16</u></p> <p>Size: <u>4</u></p> <p>Manifold Design: <u>Sections with Spreader Manifold</u></p> <p>Valve Type: <u>Electric PWM Danfoss PVG32/100</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
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	Description of Equipment	Offered Equipment	Cost
	<p>a. Dump body section shall be a Sauer Danfoss PVG100 rated at 47-gpm minimum.</p> <p>b. All other sections shall be rated at 27-gpm minimum.</p> <p>11. The sand/salt spreader manifold shall have 5 valve cartridge ports for:</p> <p>a. Conveyor</p> <p>b. Spinner</p> <p>c. Prewet (blank/plugged for future use)</p> <p>d. Anti-Ice (blank/plugged for future use)</p> <p>e. Spare (blank/plugged for future use)</p> <p>12. Control valve specifications</p> <p>a. Dump Body Hoist: 4-way double acting with 500 psi down side work port relief valve.</p> <p>b. Plow Lift: 4-way double acting with 500 psi down side work port relief valve</p> <p>c. Plow Angling: 4-way double acting</p> <p>d. Conveyor: 2-way cartridge style flow control with manual override rated at 17-gpm</p> <p>e. Spinner: 2-way cartridge style flow control with manual override rated at 7-gpm</p> <p>f. Spare (blank/plugged for future use) Note: Moved from 11.e above</p>	<p>Make: <u>Danfoss</u> Model: <u>PVG100 w PRV</u></p> <p>Rating: <u>39 A/R</u> gpm</p> <p>Rating: <u>10.6-27.0 A/R</u> gpm</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>GPM: 17.6 Motor w LSRV</p> <p>No GPM: <u>10.6 Cylinder</u></p> <p>Yes No GPM: 17</p> <p>Yes No</p> <p>GPM: <u>7</u></p> <p>GPM: <u>26.4 Cylinder w LSRV</u></p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>

F.	Plow Edge Protection System:	Make: Certified Power Custom Manifold	Model: SG03030024 CCD	\$ Included
1.	The snowplow edge protection system shall function to:			
	a. Reduce plow weight on snowplow edge.			
	b. Eliminate the requirement for castor support wheels.			
	c. Add hydraulic up (lift) pressure to snowplow lift circuit to reduce weight of the plow on the roadway.	Yes	No	\$ Included
2.	The cumulative weight of the plow weight and hydraulic down pressure shall be adjustable and balanced with up/lift hydraulic pressure to provide efficient snowplowing and reduce plow edge wear.			
3.	Adjustments shall be sealed/tamperproof so only authorized personnel can make adjustments to plow balance settings.	Yes	No	
4.	The snowplow shall be free to follow the contour of the roadway and shall do so utilizing an active modulating hydraulic function that forces the snowplow to the road surface as well as holds (counters) the plow from full force down on the roadway. The net result shall be:	How Sealed: ADJ NutLock		
	a. Plow lift must be immediate to avoid plow or roadway damage.	Yes	No	

	Description of Equipment	Offered Equipment	Cost
	b. Plow return to plowing shall be fast to minimize under plowed stretches of roadway.	Yes	No
5.	The amount of both the down force and countering up lift shall be adjustable to provide proper plowing operation.	Yes	No
6.	The balance system shall not require being turned off to raise or lower the plow.	Yes	No
7.	When the plow balance system is turned off the full weight of the plow shall be applied to the roadway.	Yes	No
8.	The plow balance system shall be controlled via CAN integrated rocker switch located on the snowplow control panel. The switch shall be easy to access and lighted when the circuit is in operation.	Yes	No
9.	The balance valve system shall utilize manifold mounted, solenoid activated cartridge valves.	Where located: Customer Preference	\$ Included
10.	Each solenoid coil shall have an LED power indicator light for troubleshooting and have water/magnesium chloride proof Din connectors.	Yes	No
11.	Each hydraulic valve segment shall have its own individual heavy-duty, continuous-duty solenoid coil.	Yes	No
12.	Hydraulic test ports for field observation of control pressures shall be provided in a very easy to access location.	Yes	No
			\$ Included
			\$ Included
			\$ Included
			\$ Included

G.	<p>Snowplow, Spreader and Hoist Control System or Approved Equal:</p> <ol style="list-style-type: none"> <li>1. Certified Power "Freedom" <b>ACS XDS</b> Control system with the following characteristics or Approved Equal.</li> <li>2. A complete in-cab integral console control system shall include all hydraulic functions, spreader functions, auxiliary functions, warning indicators and diagnostic and programming functions.</li> <li>3. The <b>ACS XDS</b> system shall be ergonomically mounted on a center floor or seat mounted armrest design control console as follows::</li> <li>4. The winter snowplow/snow fighting and summer systems shall:               <ol style="list-style-type: none"> <li>a. Communicate over a CAN Open system bus using CAN Open protocol and shall not be a proprietary communication protocol.</li> <li>b. The system shall consist of four primary modules that reside on the Bus and allow flexibility in mounting configurations.</li> <li>c. The system is completely expandable and allows for additional modules to be added to the CAN Bus.</li> <li>d. All four primary components of the system are firmware upgradeable using a <b>USB Device or laptop</b> and Certified Power, Inc. interface cable(s).</li> </ol> </li> </ol> <p>The configuration file for a calibrated system can be saved for transfer to other systems <b>via USB Device</b> or as a backup providing the ability to use specific configurations for varying vehicle use or operator skill level.</p> <p>e.</p>	<p>Make: Certified Power_ Model: Freedom XDS _____</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p>Type System: <u>CAN Open Protocol</u></p> <p>Number of Modules: <u>4 Primary w Expansion</u></p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p>\$ Included</p> <p>\$ Included</p>
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	<p>f. The original setup configuration shall be maintained at the factory as a secondary backup and is traceable by part number.</p> <p>g. The system shall incorporate three levels of security and access that is password protected and defined by the user. <i>No tools, PC or Fobs are required.</i></p> <p>h. There shall be three levels of access called 1) "operator", 2) "technician" and 3) "administrator" shall give the user varying levels of access to the system setup, data, configuration fields and parameters based upon access given.</p> <p>1) Operator shall only have access for on-screen data and collection of dispersion data.</p> <p>2) Technician shall be capable of calibrating and diagnosis</p> <p>3) Administrator shall have full access to all menus in the system and have the ability to make system configuration changes as well as system parameter changes.</p>	<p>Yes</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p>
5.	The in-cab control system panel shall support up to 10 rocker switch inputs and up to 4 joystick inputs.	Rocker #: 10 Joystick #: Up to 8 Joystick Inputs
6.	The <del>ACS (Advanced Control System)</del> XDS Display	
a.	The display screen shall have:	
b.	A fully sealed TFT LCD (Thin Film Transistor Liquid Crystal Display) constructed using a sandwich-like structure with the liquid crystals between two glass plates. Color LCD Touch Screen Display.	Yes
c.	The display size shall be a 4" x 6" minimum.	No
d.	The TFT LCD graphic display shall have auto dimming backlight that is user adjustable.	No
e.	The screen shall have a USB Port for User Save/Restore Menus <del>Ethernet port for accessing a built-in Web server.</del> The operator display screen can be used to configure or troubleshoot a system <del>with or</del> without connecting to a PC or Laptop.	No
f.	The interface shall utilize a User configurable GUI <del>Internet Explorer</del> and not require any proprietary software to connect to the system.	Yes
g.	The display shall incorporate fully field configurable inputs and outputs; 4 X 32 bit Processor, 1 meg+ 16MB RAM	No
h.	The display shall have a built in diagnostic feature allowing technicians to view all input signals in real time.	Yes



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	Description of Equipment	Offered Equipment	Cost
	i. The display shall provide error and event logging in English and system status logging for reviewing operator inputs.	Yes	No
	j. A status window shall provide the operator with system status messages.	Yes	No
	k. When configured the display will display:		
	1) Granular rate, in lbs. /lane mile.	Yes	No
	2) Prewet rates gallons/lane mile (provided but not used this application).	Yes	No
	3) Anti-ice rates, gallons/lane mile (provided but not used this application).	Yes	No
	4) Anti-ice lane indication, (not used this application).	Yes	No
	5) Road/air temperature, degrees °F & °C.	Yes	No
	6) Hydraulic pressure PSIG.	Yes	No
	7) System status, error messages.	Yes	No
	8) Plow float indication.	Yes	No
	9) Auto/manual mode indication.	Yes	No
	10) Material currently being used.	Yes	No
	l. The unload mode shall be available when using "Auto Only" mode to allow the spreader to be emptied while the unit is stationary.	Yes	No
	m. Granular rates shall be infinitely adjustable and include up to 6 material types.	Yes	No
	n. Lane spread configurable for either % of lane width or calibrated lane(s).	Yes	No
	o. The system shall automatically adjust granular output to maintain constant lbs. /lane mile output when using calibrated lane feature for up to 4 lanes for accurate ground speed application.	Yes	No
	p. Either or both pre-wet and anti-ice rates can run accurately independently or simultaneously (provided but not used this application).	Yes	No
	q. The anti-ice lane system shall automatically adjust liquid output to maintain constant gallons/lane mile output for up to 3 lanes when using calibrated lane feature (provided but not used this application).	Yes	No
	r. The system shall have "over speed" protection for the liquid functions that will alert the operator and shut down the liquid function when the driver has exceeded a user defined speed (provided but not used this application).	Yes	No

# CCD EXHIBIT A - SC-00003211 - Continued

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Description of Equipment	Offered Equipment	Cost
<p>s. The liquid functions shall automatically stop due to low level or overspeed conditions (provided but not used this application).</p> <p>t. The system shall automatically go into "override" mode in the event of sensor failure(s). The failure(s) shall be logged in diagnostic error log.</p> <p>u. The active functions that are not in use shall show "off" and the graphic display shall be "grayed out" for ease of operator interpretation.</p> <p>7. The <b>ACS XDS</b> Operator Control Panel:</p> <p>a. The operator panel shall have a molded silicone rubber keypad utilizing separate high life magnetic snap action switches and 3 high life magnetic 16 position detented encoders used for:</p> <p>1) Rate.</p> <p>2) Lane.</p> <p>3) Liquid control (provided but not used this application).</p> <p>b. The operator shall be able to easily and quickly adjust spread rate within allowed rates:</p> <p>Granular: 10 lbs./lane mile to 150 lbs./lane mile</p> <p>Liquid: 15 gal/lane mile to 75 gal/lane mile (not active)</p> <p>c. The detented positions will be user programmable as to the value of each increment in the setup menu.</p> <p>d. The operator panel provides input capabilities to support RS232, RS422, truck speed input, and multiple digital I/O.</p> <p>e. The panel shall have provisions for Roadwatch or Vaisala Surface Patrol road/air temperature sending unit input for indication on Operator Display.</p> <p>f. The panel shall have built in LED backlighting that automatically dims with the display for night viewing.</p> <p>g. The panel shall incorporate Blast and Pause (Interrupt) functions.</p> <p>h. The panel shall incorporate mode, product and select switches integrated in the panel.</p> <p>i. The spreader and liquid functions when controlled, utilizing the closed loop feedback shall incorporate and "auto trim" feature that will allow the system to automatically set the PWM minimums and maximums when engaged.</p> <p>j. The software shall incorporate a "test speed" mode for use in testing the system safely without requiring the truck to be moving or the drive axles engaged.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Panel Material: <u>Hard Plastic w Protective side rails</u></p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Allowed Rate: 10 <u>    </u> to 150 <u>    </u> Lbs/lane mile</p> <p>Allowed Rate: 15 <u>    </u> to 75 <u>    </u> gal/lane mile</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Digital Inputs: 25 <u>    </u> Joystick Axis: 5 <u>    </u></p>	<p>\$ Included</p> <p>\$ Included</p>

Description of Equipment	Offered Equipment	Cost
<p>8. The <b>AGS XDS</b> Joystick and Joystick Module:</p> <ol style="list-style-type: none"> <li>Joystick Module shall include: (14) digital Inputs and (5) Joystick Axis inputs with Float(s) provisions.</li> <li>Control of snow plow and body dump hoist shall be through a multi-function electric joystick. The joystick shall be a fully proportional 3-axis joystick with four operating modes plus blast and pass buttons.</li> <li>The current operation mode shall be displayed on the Operator Screen.</li> <li>The joystick functions shall permanently and clearly labeled functions.</li> <li>An easy to use dead-man trigger provision must be provided on joystick control.</li> <li>The operating mode/blast/pass buttons shall be user programmable as follows: <ol style="list-style-type: none"> <li>Top row, left to right: Hoist, Plow, Open for Scraper, Open for Wing.</li> <li>Bottom row, left to right: Blast, Pass.</li> </ol> </li> <li>The snowplow functions shall be: <ol style="list-style-type: none"> <li>Forward movement = Plow Lower.</li> <li>Rearward movement = Plow Raise.</li> <li>Left movement = Plow Angle Left.</li> <li>Right movement = Plow Angle Right.</li> </ol> </li> <li>Dump body hoist functions as follows: <ol style="list-style-type: none"> <li>Forward movement = Hoist Lower.</li> <li>Rearward movement = Hoist Raise.</li> </ol> </li> </ol> <p>9. The <b>AGS XDS</b> Hydraulic and Product Valve Driver Module:</p> <ol style="list-style-type: none"> <li>All electrical connections shall be fully sealed threaded IP68 assemblies for environmental protection and wiring retention.</li> <li>All external wiring shall be TPE fully sealed and with IP68 connections between the driver module and the valves.</li> <li>Output Module to include: <ol style="list-style-type: none"> <li>(14) High-side PWM capable, individually programmable Outputs: <ol style="list-style-type: none"> <li>Analog 4-20 mA, 100 ohm Input (1)</li> <li>Configurable Switch Inputs (NPN or PNP) (8) required.</li> <li>Digital (NPN) Switch Inputs (3) required.</li> <li>Feedback Sensor Inputs (4) required.</li> </ol> </li> </ol> </li> <li>All PWM (Pulse Width Modulated) outputs are software</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>How Does It Work: <u>Automatically displays current Operator selection on a pop-up splash screen. Color buttons available.</u></p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Provide Sample With Bid Pre-Submittal to Purchasing</p> <p>Yes No</p> <p>High Side #: <u>14 PWM</u></p> <p>Analog #: <u>1</u></p> <p>Switch Input #: <u>12</u></p> <p>Digital Switch #: <u>13</u></p> <p>Feedback Sensor #: <u>4</u></p>	<p>\$ Included</p>

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Request for Proposal No. 0751A (2018)  
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	Description of Equipment	Offered Equipment	Cost
	<p>configurable and can be controlled by closed loop operation, proportional input devices, or digital input devices.</p> <p>e. Field Programmable Module Ports: Minimum (4) up to (14) additional ports for future system functions or circuit reassignments exclusive of basic system configuration.</p> <p>f. The module for system safety shall have over temperature shutdown, over current shutdown, and low voltage shutdown.</p> <p>g. The valve driver module shall reside on the BUS as the "Master" with the module Display and all truck values and configurations will be saved in this module the Display.</p> <p>h. Power and activation to "ACS" XDS will be through a relay module (provided with the "ACS" XDS system).</p> <p>i. All circuits will be ignition switch "Run" activated.</p> <p>j. A complete wiring diagram shall be provided for the specific model provided to include:</p> <ol style="list-style-type: none"> <li>1) Schematic shall be part number and location coded and weather sealed.</li> <li>2) Wiring schematic shall be 24" x 18" minimum size with print 1/8" minimum size.</li> <li>3) Installation and troubleshooting information</li> <li>4) A parts breakdown for the entire "ACS" XDS system shall be provided.</li> </ol> <p>10. The final mounting position of all the operator controls shall be mutually agreed upon at installation.</p>	<p>Field Programmable Port # : 44</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
H.	<p>Hydraulic Hoses (No Approved Equals):</p> <ol style="list-style-type: none"> <li>1. All hoses must have JIC swivel connections at each end located in such a manner to aid in component replacement</li> <li>2. High-pressure hose Parker 451ST SAE 100R17, 1" dia ID steel braided 3,000-psi working pressure.</li> <li>3. Return hose Parker 451ST SAE 100R17, 1" dia ID steel braided 3,000-psi working pressure.</li> <li>4. Suction hose Parker 811HT 4-1/2" 2" dia ID steel reinforced 150-psi working pressure with crimped swivel ends. Note: 2" per 3.3.C.9</li> <li>5. All hydraulic hoses shall be shielded and secured/clamped at 18" intervals to prevent chaffing or damage under the truck.</li> </ol>	<p>Yes No</p> <p>Brand: Parker Type: 100R17</p> <p>Brand: Parker Type: 100R17</p> <p>Brand: Parker Type: 811HT</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
	Hydraulic System and Controls SUB TOTAL COST:		
		\$ 33,623.00	

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## 3.4 Tarp System or Approved Equal:

Description of Equipment		Offered Equipment	Cost
A.	<p>Tarp:</p> <ol style="list-style-type: none"> <li>1. Pull Tarp model N9.5E, 12vdc electric tarp system with pull-arms and anti-sail arms.</li> <li>2. Tarp system shall be installed on cab protector with strobe light provisions.</li> <li>3. Tarp must be able to extend approximately 2' past dump body.</li> <li>4. A "Red" LED "tarp open/extended" warning light shall be attached to the cab protector both sides to show that the tarp is open and no dumping is allowed.</li> <li>5. Tarp shall operate off of the "TouchGuard" Screen" control</li> </ol>	<p>Make: Pull Tarp _____ Model: N9</p> <p>Yes No</p> <p>Distance: _____</p> <p>Yes No</p> <p><b>Conspicuity Tape will be installed on tarp arm</b></p> <p>Yes No Adequate Circuit Protection Required.</p>	<p>\$ 2,667.00</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
B.	<p>Tarp Material:</p> <ol style="list-style-type: none"> <li>1. Tarp Asphalt type A-2 14-oz nylon material, asphalt rated urethane coated both sides with "Super Slick Coating" rated at 400°F.</li> </ol>	Tarp Material Rating: Asphalt Rated	\$ Included
C.	<p>Tarp Wind Deflector</p> <ol style="list-style-type: none"> <li>1. A tarp wind deflector shall be provided at front of hopper.</li> </ol>	Yes No	\$ Included
D.	<p>Pull Arms:</p> <ol style="list-style-type: none"> <li>1. Pull arms for tall or irregular loads that load climber will not follow.</li> <li>2. Pull arms shall be easily and quickly replaceable with standard electrical galvanized conduit.</li> <li>3. Anti-sail arms shall be attached to the pull arms</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p>
Tarp System SUB TOTAL COST:		\$ 2,746.00	

## 3.5 Pintle Tow Hook:

Description of Equipment		Offered Equipment	Cost
A.	<p>Pintle Hook Plate:</p> <ol style="list-style-type: none"> <li>1. The pintle hook plates shall be set up to accept a future Holland pintle tow hook 30-ton capacity air cushioned type.</li> <li>2. The pintle tow hook when installed shall not cause interference when unloading materials.</li> <li>3. The pintle hook plate <u>shall not</u> extend more than 4" past the back edge/tread of the rear tires to assure the pintle hook plate does not contact the paver before the truck tires touch the paver hitch arms</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p>

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B.	Mounting 1. Steel plate 3/4" thick mounted and gusseted to truck frame. 2. Mounting height 24" above the ground at top of pintle hook.	Plate Thickness: <u>1"</u> Height: <u>24"</u> at top of hook	\$ Included
C.	D-rings: 1. D-rings 1"-dia 3" x 4" ID 47,000-lbs MBS 2. Two required for safety chains mounted to steel mounting plate.	D-Ring Spec: <u>Yes</u> No	\$ Included
D.	Description of Equipment Trailer Brake Connections: 1. Air brake connections mounted on steel mounting plate. Swing- away glad hands with steel covers. 2. Air Brake connector: (type "A") for electrical SAE J560 7-way primary trailer cable receptacle brake connections for both ABS and non-ABS trailers. The receptacle shall be mounted on top left side on steel mounting plate. 3. Electric Brake Trailer Connection: (type "B") factory (OEM) plug-in trailer wiring harness wired to RV heavy-duty female 7-pin connector for ABS and non-ABS trailers. The receptacle shall be mounted on top left side on steel mounting plate. Connector shall be fully sealed and have trailer connector boot installed on the back side to prevent corrosion from snow fighting chemicals. 4. Brake Controller: Draw-Tite Activator 20187 digital plus inertia Trailer Brake Controller (no approved equals). The brake activator shall be installed in an easy to see and access position, but not in a location that interferes or could interfere with the driver or passenger during operation or while entering and exiting the vehicle.	Offered Equipment          Make: <u>Draw-Tite</u> Model: <u>Activator 20187</u>	Cost          \$ Included \$ Included \$ Included  \$ Included \$ Included
Pintle Tow Hook SUB TOTAL COST:		\$ 2,667.00	



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## 3.6 Snowplow System Monroe 10-Foot Snowplow, Model MPPJ39R10-ISTT-PLG-POLY and Equipment or Approved Equal

A.	<p>Snowplow:</p> <ol style="list-style-type: none"> <li>Power reversible, 10-foot long with 39-inch high moldboard and two-section trip edge (5' blade sections).</li> <li>The trip edge shall be able to be easily bolted together for a single trip edge when using rubber cutting edges</li> <li>The provided snow plow shall be interchangeable without modification with City trucks CH119 thru CH144.</li> </ol>	<p>Make: <b>Monroe</b> Model: <b>MPPJ39R10-ISTT</b></p> <p>Trip Edge Sections: <b>2</b> Yes No</p> <p>Interchangeable with CH119 thru CH144 <b>Yes</b> No</p>	\$ 16,715.00
B.	<p>Moldboard:</p> <ol style="list-style-type: none"> <li>Mold board 3/8" thick polyethylene, one piece, no splices.</li> </ol> <p>Polyethylene:</p> <ol style="list-style-type: none"> <li>Ultra-high molecular weight polyethylene material.</li> <li>Tensile strength 7,000 psi, ASTM D638.</li> <li>Elongation 800% at break.</li> <li>No breakage when izod impact tested ASTM D256A.</li> <li>New resin material only, color impregnated, ultra violet stabilized.</li> </ol>	<p>Yes No</p> <p>Material: <b>Poly</b></p> <p>Yes No UV Stabilized <b>Yes</b> No Color: <b>Orange</b></p>	\$ Included
C.	<p>Trip Edge:</p> <ol style="list-style-type: none"> <li>Trip action: two-section with 3/4" torsion springs shall activate and automatically reset whenever cutting edge comes in contact with an obstruction.</li> <li>The 2 trip sections shall be 5' sections.</li> <li>The blade shall be supported by a 4" x 4" x 3/4" steel angle.</li> <li>Trip action shall prevent damage or dislodging manholes and covers.</li> <li>Torsion springs shall be easily adjustable to adjust for varying plowing conditions.</li> <li>The trip edge shall have provisions for bolting the two (2) 5' sections together into a single trip edge for use with rubber cutting edges.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
D.	<p>Curb Shoes:</p> <ol style="list-style-type: none"> <li>Curb shoes AASHO standard, 3-hole, (2 required), steel 3/4" thick Winter Equipment P/N 0004-5-46 or approved equal with 14 sq. in. of bearing surface,</li> <li>Installed/mounted one on each end of mold board.</li> </ol>	<p>Make: <b>Winter</b> Model: <b>HC-6-3-12</b></p> <p>Yes No</p>	\$ Included
E.	<p>Plow Frame:</p> <ol style="list-style-type: none"> <li>Constructed from welded structural steel,</li> <li>Upper frame work and 10 reinforcing ribs minimum 3/8" thick</li> <li>Lower frame 1/2" thick minimum.</li> <li>Plow frame shall be designed to shed debris and prevent entry of debris and moisture into tubes, joints and crevices.</li> </ol>	<p>Yes No</p> <p>Size: <b>3/8"</b></p> <p>Yes No</p>	\$ Included



## CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

F. Cutting edge:

	<p>1. 2-piece, 7 3/4" x 5' x 2" Kuper GK5 with ceramic inserts , molded rubber cutting edge punched with square holes to AASHO standards on 12" centers; ends shall be punched for 3-hole curb shoe (Spec Sec. 11.7-D. The 5/8" dia. mounting holes shall be square; slotted holes are not acceptable or approved equal</p>	<p>Make: <u>Kuper</u> Model: <u>GK5</u></p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p>
G.	<p>Spray Guard:</p> <p>1. Spray guard shall be bolted to top of moldboard</p> <p>2. Material 12" wide x 1/4" thick rubber belt.</p>	<p>Yes No</p>	<p>\$ Included</p>
H.	<p>Blade Guides: (No Substitutes)</p> <p>1. Winter Equipment Company (800.294.6837) PN KT-PM36</p> <p>2. Blade guides one per side, 2 required.</p> <p>3. Length 36" long, color "Safety Orange" outer PVC sheeting over wire cable.</p>	<p>Make: <u>Winter</u> PN: <u>PM36</u></p> <p>Yes No</p>	<p>\$ Included</p>
I.	<p>Paint:</p> <p>1. Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures.</p> <p>2. All parts painted prior to assembly.</p> <p>3. Powder epoxy paint shall be a minimum of 2-mils thick.</p> <p>4. Removal of all surface contaminations (grease, welding and surface slag).</p> <p>5. Steel shot blasting of all parts.</p>	<p>Type of Paint: <u>Powder Coat Black</u></p> <p>Paint Thickness: <u>3</u> mils</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p>
J.	<p>Castor Wheels Brackets:</p> <p>1. Castor wheels shall be suitable for future installation of Snow- Wheel System Inc. (507) 238-1980, model 6509 swivel snow-wheel with height adjustment. <b>Castor wheels shall not be provided.</b></p> <p>2. The castor wheel mounting plate shall be designed for :</p> <p>a. With a new rubber bit that the castor adjustment arm does not extend out of its sleeve any more than necessary to reduce flexing of the castor wheel adjustment shaft.</p> <p>b. The castor wheel mounting plate shall have 4 different mounting hole sets to allow proper castor wheel height adjustment with either rubber bits or steel cutting edges.</p>	<p>Castor Bracket Cost</p> <p>Yes No</p> <p>Number of Castor Mounting Locations: <u>2</u></p>	<p>\$ Included</p>
K.	<p>Joystick Controls:</p> <p>1. The snowplow and all functions shall be joystick controlled.</p> <p>2. The joystick shall be capable of controlling the Monroe model MPPJ39R10-ISTT PLG-Poly front snowplow.</p> <p>3. The snowplow shall operate off the hydraulic system and controls contained in specification section <u>11.4.A thru F of this specification.</u> <b>xxxxxxxxxxxxxxxx</b></p>	<p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p>
<p><b>Snowplow System Monroe 10-Foot Snowplow SUB TOTAL COST: \$ 16,715.00</b></p>			

## 3.7 Monroe Flat Plate Hitch or Approved Equal

	Description of Equipment	Offered Equipment	Cost
A.	<p>Hitch Type:</p> <ol style="list-style-type: none"> <li>Flat plate quick hitch or approved equal shall interchange with existing flat plate hitches installed on City trucks CH119 through CH144 and easily mount/dismount/operate existing Monroe Model MPPJ39R10-ISTT-PLG-POLY snowplows.</li> <li>Truck mounted plate shall be 5/8" thick minimum with two upper steel claws mating upper portion of plow to hitch.</li> <li>Lower attachments shall mate lower portion of plow to hitch. The</li> </ol>	<p>Yes No</p> <p>Plate Thickness: 5/8" Material: A36</p> <p>Yes No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>
	<p>attachment shall use male spring-loaded handle operated pins on flat plate hitch mating into a female holes in plow frame.</p> <ol style="list-style-type: none"> <li>The spring loaded latching handle (painted orange) shall be located on the left front of the plow hitch. The handle shall be easy to operate for various size and strength operators.</li> <li>When plow is removed from truck only a flat plate hitch shall remain on the truck. Lifting cylinder and other associated items shall stay with the plow assembly.</li> <li>Plow/hitch design shall not obstruct full forward tilt of the trucks hood assembly. Hose connections shall be in one (1) central easy to access location.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>

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B.	<p>Front Snowplow Hydraulic Quick Release Coupling System:</p> <ol style="list-style-type: none"> <li>1. The snowplow hydraulic connections shall be thru a multi-hose lever-arm connector system.</li> <li>2. The system shall be a Faster Quick Release Coupling Multi-Faster Series set up the same as City units CH119 thru CH144. (No Approved Equals)               <ol style="list-style-type: none"> <li>a. Female Coupler: P/N 2P508-4-12-N-F</li> <li>b. Male Coupler: P/N 2P508-4-12-N-M</li> </ol> </li> <li>3. All male/female fittings shall have protective cover guards to prevent dirt and damage when the hoses are disconnected</li> </ol>	<p>Make: <u>Faster</u> Model: <u>Quick Release</u></p> <p><b>Yes</b> No</p> <p>Female P/N: <u>2P508-4-12-N-F</u></p> <p>Male P/N: <u>2P508-4-12-N-M</u></p> <p><b>Yes</b> No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>
C.	<p>Paint:</p> <ol style="list-style-type: none"> <li>1. Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures.</li> <li>2. All parts painted prior to assembly.</li> <li>3. Powder epoxy paint shall be a minimum of 2-mils thick.</li> <li>4. Removal of all surface contaminations (grease, welding and surface slag).</li> <li>5. Steel shot blasting of all parts.</li> </ol>	<p>Type of Paint: <u>Powder Coat Black</u></p> <p>Paint Thickness: <u>3</u> _____ mils</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	<p>\$Included</p>
<p><b>Monroe Flat Plate Hitch SUB TOTAL COST:</b></p>		<p><b>\$ 3,080.00</b></p>	

## 3.8 Monroe Snowplow or Approved Equal Miscellaneous Items

	Description of Equipment	Offered Equipment	Cost
A.	<b>Snowplow Lights:</b> 1. Halogen sealed beam plow lights Dominion model 725551 2. Lights shall be installed using rubber cushion pads and 3-point stainless steel brackets to prevent damage from corrosion. Lights shall be installed on truck fenders. 3. Headlight wiring shall be sealed. 4. Wiring connectors shall be as "waterproof" as practical using shrink tube and dielectric grease. 5. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/melttable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). 6. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.	Make: <b>Truck Light</b> Model: <b>80880</b>  Yes No Yes No Yes No Yes No	\$600.00
B.	<b>Paint:</b> 1. Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures. 2. All parts painted prior to assembly. 3. Powder epoxy paint shall be a minimum of 2-mils thick. 4. Removal of all surface contaminations (grease, welding and surface slag). 5. Steel shot blasting of all parts.	Type of Paint: <b>Powder Coat Paint Black</b> Yes No Paint Thickness: <b>3</b> _____ mils Yes No Yes No	\$ Included
<b>Monroe Snowplow Miscellaneous SUB TOTAL COST:</b>		<b>\$ 600.00</b>	

## 3.9 Sundries Equipment

	Description of Equipment	Offered Equipment	Cost
A.	<b>Driver Height Warning Sign</b> 1. Installed on truck dash providing the travel height of the vehicle. 2. Sign shall be in 1" "white" block letters.	Yes No Yes No	\$ Included
B.	<b>Conspicuity Tape:</b> 1. DOT-C2 Standard No. 108 reflective conspicuity tape 2. Tape shall be applied in symmetrical pattern from middle of panel outward.	Yes No Yes No	\$ Included
<b>Sundries SUB TOTAL COST:</b>		<b>\$ 566.00</b>	

4.0 Optional Equipment

Do not include Optional Equipment in the total price of the vehicle; however, an equipment price must be provided. The City will determine if the equipment is to be purchased.

	Description of Equipment	Offered Equipment	Cost
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Please See Attachments for Additional Options

All requesting Agencies should work with Public Works Fleet Management to ensure all requested /required options are installed.

A.	<div>Options for RDS Dump Bed from above</div> <div><div>1. Length of Dump Bed (to include all standard from above)</div><div><div>a. Reduction in length in 6" increments down to 11'</div><div>b. Increase in length in 6" increments up to 20'</div></div></div> <table><tr><td rowspan="2">Height</td><td rowspan="2">Length 3' 6"</td><td>11'</td><td>12'</td><td>13'</td><td>14'</td><td>15'</td><td>16'</td></tr><tr><td>\$ (4,851.00)</td><td>\$ (4,250.00)</td><td>\$ (2,590.00)</td><td>\$ (1,850.00)</td><td>\$ (975.00)</td><td>Base</td></tr><tr><td colspan="8">17' 18' 19' 20' 21'</td></tr><tr><td>3' 6"</td><td></td><td>\$ 1,550.00</td><td>\$ 3,381.00</td><td>\$ 7,484.00</td><td>\$ 12,610.00</td><td>\$ 14,528.00</td><td></td></tr></table> <div>**Note: Only 1 Side Height Option available</div> <div><div>2. Height of Side Board (including D Bumper)</div><div><div>bodies at factory.</div><div><div>a. Reduction in height in 1" increments down to 6"</div><div>b. Increase in length in 1" increments up to 12"</div></div></div><table><tr><td></td><td>Length</td><td>11'</td><td>12'</td><td>13'</td><td>14'</td><td>15'</td><td>16'</td></tr><tr><td>Height</td><td>6"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>Base</td></tr><tr><td></td><td>9"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,631.00</td></tr><tr><td></td><td>12"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,946.00</td></tr><tr><td></td><td>Length</td><td>17"</td><td>18"</td><td>19"</td><td>20"</td><td>21"</td><td></td></tr><tr><td>Height</td><td>6"</td><td>\$ 2,568.00</td><td>\$ 2,893.00</td><td>\$ 3,016.00</td><td>\$ 3,120.00</td><td>\$ 3,263.00</td><td></td></tr><tr><td></td><td>9"</td><td>\$ 3,104.00</td><td>\$ 3,221.00</td><td>\$ 3,369.00</td><td>\$ 3,497.00</td><td>\$ 3,645.00</td><td></td></tr><tr><td></td><td>12"</td><td>\$ 3,435.00</td><td>\$ 3,533.00</td><td>\$ 3,665.00</td><td>\$ 3,809.00</td><td>\$ 3,973.00</td><td></td></tr></table><div>3. Rear Spinner in lieu of Front Discharge Spinner (please provide pictures and line drawing of proposed option)</div><div><div>4. Toolbox Length</div><div><div>a. Reduction in height in 6"" increments down to 36"</div><div>66.21" x 16.65" x 24.4" Toolbox</div><div>**Note: 11' – 21' has toolbox molded to the RDS body and is manufactured from 201 Stainless Steel, as such only one size option is available</div></div></div></div>	Height	Length 3' 6"	11'	12'	13'	14'	15'	16'	\$ (4,851.00)	\$ (4,250.00)	\$ (2,590.00)	\$ (1,850.00)	\$ (975.00)	Base	17' 18' 19' 20' 21'								3' 6"		\$ 1,550.00	\$ 3,381.00	\$ 7,484.00	\$ 12,610.00	\$ 14,528.00			Length	11'	12'	13'	14'	15'	16'	Height	6"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	Base		9"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,631.00		12"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,946.00		Length	17"	18"	19"	20"	21"		Height	6"	\$ 2,568.00	\$ 2,893.00	\$ 3,016.00	\$ 3,120.00	\$ 3,263.00			9"	\$ 3,104.00	\$ 3,221.00	\$ 3,369.00	\$ 3,497.00	\$ 3,645.00			12"	\$ 3,435.00	\$ 3,533.00	\$ 3,665.00	\$ 3,809.00	\$ 3,973.00		<div>Yes Height Above Pavement: N/A</div> <div>See Options for Size &amp; Availability</div> <div>No Height Above Pavement: N/A</div> <div>Yes Height Above Pavement: N/A</div> <div>See Options for Size &amp; Availability</div>	<div>SEE OPTIONS</div> <div>SEE OPTIONS</div> <div>Deduction: \$(1,024.00)</div> <div>\$2,322.00</div>
Height	Length 3' 6"			11'	12'	13'	14'	15'	16'																																																																																								
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# CCD EXHIBIT A - SC-00003211 - Continued

## Request for Proposal No. 0751A (2018) Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

5.	Plows (to include all standard from above)	Make: <u>Monroe</u> Model: <u>MPPJ39R10-ISTT</u>	\$16,715.00
	a. Standard Plow 11' Plow 12' Plow 13' Plow	Yes No	\$18,328.00 \$18,740.00 \$20,894.00
6.			
	a. Pusher Axle Options (please list options)		
	I. Option 1 <u>Hendrickson Pusher Package w/ Tires and Wheels</u>		
	II. Option 2	Yes	\$12,700.00
	III. Option 3	No	
	IV. Option 4		
	V. Option 5		
	b. Tag Axle Option (please list options)		
	I. Option 1 Hendrickson Tag Axle Package w/ Tires and Wheels	Yes	\$14,368.00
	II. Option 2 Hendrickson Quad Axle Package w/ Tires and Wheels	Yes	\$25,116.00
	c. Tires		
	I. <u>315/80R22.5 445/50R22.5 for Tag Axle</u>	Yes	\$ Included
	a) Single with Wheel		
	b) Dual with Wheel		
	II. <u>425/65R22.5</u>	Yes	\$ N/A
	a) <u>Single with Wheel</u>	No	
	III. <u>295/60R22.5 For Pusher Axle</u>	Yes	\$ Included
	a) Single with Wheel		
	b) Dual with Wheel		
	12 Foot Folding V Plow - Monroe Snowplow, Model MPV44-52-12-TE-Power V-Plow	Make: <u>Monroe</u> Model: <u>MPV44-52-12-TE</u>	\$27,049.00
	Moldboard:		
	1. Specifications shall describe a two piece power folding moldboard plow with torsion spring trip cutting edge.	Yes	\$ Included
	2. Height of the moldboard shall be 44" at center pivot point and taper to 52" at discharge on both ends with a 6" top punch cutting edge installed.	Yes	\$ Included
	3. The moldboard sheeting shall be constructed of 10 gauge A569 steel with tensile strength of 55,000# to 70,000#.	Yes	\$ Included
	4. Four vertical support ribs will be flame cut from 5/8" A36 steel with tensile strength of 58,000# to 80,000#. Ribs to be 4" at bottom and 3" at top.	Yes	\$ Included
	5. Top moldboard angles shall be 3"x3"x3/8"	Yes	\$ Included
		No	\$ Included 36



6. Two horizontal support bracings between ribs shall be formed from 1/4" plate steel located 8" and 20" above cutting edge trip pivot.	Yes	No	\$ Included
7. Center pivot pin will be 3" diameter cold rolled round 44" in length.	Yes	No	\$ Included
8. Eight center hinge bushings shall be 4" mechanical tubing with .468 wall thickness. All bushings shall have grease zerks.	Yes	No	\$ Included
9. Hinge bushings to oscillation plate will be welded to 1" plate steel and act as parallelogram lift attachment.	Yes	No	\$ Included
10. Moldboard to include two screw adjustable mushroom jack assemblies to assist and stabilize plow when detached from truck.	Yes	No	\$ Included
The provide snow plow shall be interchangeable without modification to other 5 axle V plow trucks.	Yes	No	\$ Included
Cutting Edges:			
1. Kuper GK-5, 2-piece blade with ceramic inserts in thick molded rubber cutting edge punched with round holes to AASHO standards on 12" centers; ends shall be punched for 3-hole curb shoe (Spec Sec. 11.7-D. The 5/8" dia. mounting holes shall be round; slotted holes are not acceptable.	Make: Kuper Model: GK-5	Yes	\$ Included
2. Cutting edge kit to include wrap around nose guards at center pivot point on moldboard.	Yes	No	\$ Included
3. Cutting edge support angle shall be 3/4" x 4" x 4" with 3/4" flame cut hinge points.	Yes	No	\$ Included
4. The cutting edge support angle is 2 sections pivoting on one piece of 1-1/2" schedule 80 pipe with a piece of 1-1/2" 1040 cold steel with a 1" flame cut steel end welded in to retain the pipe in place.	Yes	No	\$ Included
5. There shall also be 1/2" thick gussets welded on each end of the inside of the cutting edge support angle and midway between all punched holes to provide extra support for the cutting edge.	Yes	No	\$ Included
6. The cutting edge shall have six torsion springs that are encased between the two bottom angles.	Yes	No	\$ Included
7. These springs shall be adjustable by means of a lock which can be loosened or tightened by a thread adjustment. The spring dimensions are to be 3/4" wire, 16.25" left hand turns, 5160H material, and have a 3-3/4" O.D.	Yes	No	\$ Included
	Yes	No	\$ Included

	<p><b>Plow Frame:</b></p> <ol style="list-style-type: none"> <li>The plow shall have a parallelogram leveling push frame which keeps plow moldboard in the same plane to the ground at all points throughout lift travel sequence.</li> <li>Lift cylinder shall be 4"x14.8" stroke, double acting with 2" nitrated rod.</li> <li>Lift linkage will be a nested cradle to act as a float and allow the plow to follow road contour. Cradle will have a rigid pinned position to uncouple plow from truck chassis.</li> <li>Drive frame to include mouse ear style reversing stops, for rollers to ride on when plow is reversed and raised or lowered.</li> <li>The parallel lift frame shall have a minimum pair of reversing cylinders, 3.5" x 20" that are dual acting and have 2" nitride cylinder rods.</li> <li>Reversing frame shall have set of upper and lower lift arms to achieve parallel lifting action.</li> <li>Plow must have oscillation plate built in for plow to react to pavement deviations, and prevent torsion to truck frame.</li> <li>Oscillation kit to provide springs 3.5" OD x 6.75" OAL on each side of swivel to help center and level unit. These are to be adjustable via 1.25" x 5 Acme rod.</li> </ol> <p>Plow portion attaches to truck portion via quick latch system to accept two inch lock pins.</p>	<p>Make: <u>Monroe</u> Model: <u>Parallelogram</u></p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
	<p>10 Foot Folding V Plow - Monroe Snowplow, Model MPV38-46-10-TE-Power V-Plow</p> <ol style="list-style-type: none"> <li>Plow shall be 10-foot-wide, 38" tall at the center and 44" tall at the discharge on both ends.</li> <li>Plow shall have all standards from above 12 Foot Folding V Plow.</li> </ol>	<p>Make: <u>Monroe</u> Model: <u>MPV358-46-10-TE</u></p> <p>Yes No</p> <p>Yes No</p>	<p>\$25,657.00</p> <p>\$ Included</p> <p>\$ Included</p>

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	<p>Heavy-Duty Tailgate High Lift:</p> <ol style="list-style-type: none"> <li>Rear tailgate shall be "high lift" forward hinged 12" on top with dump-thru capabilities. The "high lift" is desired for easier dumping of snow and leaves. Hydraulic High Lift Air Release</li> <li>Tailgate construction:             <ol style="list-style-type: none"> <li>xx" high x 88" wide, 6-panel, 7-gauge/ 3/16" 201 stainless steel with a 10-gauge perimeter boxed reinforcement.</li> <li>Offset top hardware.</li> <li>Fully welded construction with reinforced hinge and latch points.</li> <li>Tailgate chains shall be covered to prevent body damage. Hinge pins shall be stainless steel. The pins shall also be drilled for a safety hairpin cotter pin.</li> </ol> </li> <li>Safety hairpin cotter pins shall be 302 stainless steel and attached to the body with attachment chain to prevent loss. A safety pin storage hole shall be provided at each location.</li> </ol>	<p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p>	<p>**See Pricing in Matrix</p>
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Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>Side Board Holders:</p> <p>1. Height at top of the side boards shall not exceed 8" 6" Side Board Pockets</p> <p>2. Side board holders shall be bolt thru design for with a 3" width. 2" Wide Board Pockets</p> <p>Tarp:</p> <p>1. Pull Tarp model N9.5E, 12vdc electric tarp system with pull-arms and anti-sail arms.</p> <p>2. Tarp system shall be installed on cab protector with strobe light provisions.</p> <p>3. Tarp must be able to extend approximately 2' past dump body.</p> <p>4. A "Red" LED "tarp open/extended" warning light shall be attached to the cab protector both sides to show that the trap is open and no dumping is allowed.</p> <p>Tarp shall operate off of the "TouchGuard" Screen" control</p> <p>Tarp Material</p> <p>1. Tarp Asphalt type A-2 14-oz nylon material, asphalt rated urethane coated both sides with "Super Slick Coating" rated at 400°F.</p> <p>Wind Deflector</p> <p>1. A tarp wind deflector shall be provided at front of hopper.</p> <p>Pull Arms</p> <p>1. Pull arms for tall or irregular loads that load climber will not follow.</p> <p>2. Pull arms shall be easily and quickly replaceable with standard electrical galvanized conduit.</p> <p>Anti-sail arms shall be attached to the pull arms</p> <table><tr><td>Lengt</td><td>16</td><td>16'6</td><td>17</td><td>17'6</td><td>18</td><td>18'6</td><td>19</td><td>19'6</td><td>20</td><td>21</td></tr><tr><td>h</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td></tr><tr><td>Height 1'6"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2'</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2'6"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3'6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>4"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>4'6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Lengt	16	16'6	17	17'6	18	18'6	19	19'6	20	21	h	"	"	"	"	"	"	"	"	"	"	Height 1'6"											2'											2'6"											3"											3'6											4"											4'6											<div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Type of Material: Nylon Asphalt Rated</div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Yes</div><div>No</div></div> <div><div>Height is all the same and length will fit body. See Matrix for pricing.</div></div>
Lengt	16	16'6	17	17'6	18	18'6	19	19'6	20	21																																																																																											
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\*\*See Pricing in Matrix

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	<p>Shovel Bracket:</p> <ol style="list-style-type: none"> <li>Shovel hook bracket (2 required) located on the left and right side wheel cover of the dump body. The bracket shall be a spring-loaded snap-close clamp to secure the shovel handle to the body with a retention bracket for the top end of the shovel to slide into. The shove blade shall face forward.</li> </ol> <p>Mudguards:</p> <ol style="list-style-type: none"> <li>Front of tandem aluminum.</li> <li>Rear of tandem heavy-duty rubber anti-sail type. The mud flaps shall be easy to swing forward and hook above the rear tire. The latch system shall have a reinforced hole on the mud flap and a hook on the body to retain the mud flap.</li> <li>The rear mud flap hinge joint shall be chain type (no axle type allowed)</li> </ol> <p>The mud flaps shall not come unhooked when the dump body is raised for dumping into the paving machines.</p> <p>Ladder</p> <ol style="list-style-type: none"> <li>Mounted left and right rear side of body centered above the rear tire. Rigid Ladder Rear Left &amp; Right Dist. To Verify Location</li> <li>Ladder rungs shall be open grip strut non-slip type.</li> <li>Ladder portion below the body shall be a bolt-on type.</li> <li>Rungs shall be evenly spaced</li> <li>Left side 1st rungs no more than 22" above the ground. Right side 1st rungs no more than 22" above the ground.</li> </ol> <p>Body Hoist</p> <ol style="list-style-type: none"> <li>Mailhot CS or Roller Combo Hoist Must Provide Specs for each RollerCombo Hoist on 11'-17' Bodies Mailhot CS Series on 11'-18' Bodies - Option Marathon Hoist Greaseable Rear Hinge w/ Welded Pin</li> </ol> <p>Dump Body Safety Legs</p> <ol style="list-style-type: none"> <li>Two Safety Legs must be provided to support full load during service operations. Dual Body Props Provided Support Body with Empty Load</li> </ol>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Pricing is included in matrix</p>
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Vehicle Rear Lights: (No Approved Equals)		2 Oval Cutouts in Each Rear Pillar, Less Lights		**See Pricing in Matrix
1. All lights shall be Truck-Lite "Lifetime Warranty" 12vDC, LED type, flush mount, sealed Lexan body, grommet insulated with Fit' N Forget multi-pin plugs where possible.		Yes	No	
2. Integral Stop/Turn/Tail/ lights mounted in the rear corner post of the dump body model Super 44 P/N 44302R or model 60 P/N 60250R.		Yes	No	
3. Back up lights Truck-Lite LED, flush mount, sealed Lexan body, grommet insulated, multi-pin units model 44 P/N 44206C.		Yes	No	
4. Marker lights Truck-Lite LED 3 per side model 10 P/N 10250R or 10250Y or model 30 P/N 30250R or 30250Y.		Yes	No	
5. Rear ID bar Truck-Lite LED model 35 P/N 35741R or 35740R.		Yes	No	
6. License plate light, Truck-Lite model 15 P/N 15040		Yes	No	
7. Wiring shall be sealed Fit' N Forget modular plug-in type where possible.		Yes	No	
8. Salt/sand spreader illumination light Ecco PN E92007 500 lumens. The light shall be installed to provide night vision at the spreader for the operator but shall not blind on-coming traffic. Location shall be mutually determined at installation				
Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.				
				45

Dump Bed Pricing with High Lift Gate and Mailhot Lift Cylinder (If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		38289.03	42981.50	43203.40	43890.40	45003.40	45920.40	46494.40	47037.40	47515.40	48034.40	48630.40
36"		42716.65	43329.60	43678.40	N/A	45529.40	46237.40	46992.40	47667.40	48168.40	48691.40	49310.40
42"		42768.55	43381.50	43639.40	44421.40	45533.40	46288.40	46942.40	47714.40	48228.40	48764.40	49397.40
48"		43099.55	43716.50	44018.40	44792.40	45917.40	46619.40	47359.40	48156.40	48683.40	49232.40	49878.40
54"		43486.55	44129.50	44413.40	45201.40	46251.40	47375.40	47724.40	48551.40	49036.40	49655.40	50314.40

Dump Bed Pricing with High Lift Gate and Roller Combo Hoist (If not offered, enter N/A)												
Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'	
Height												
30"	39922.41	40492.78	44515.92	47916.57	44121.09	44631.92	45268.89	N/A	N/A	N/A	N/A	
36"	40238.14	40440.88	44477.86	43591.57	44116.76	44594.78	45219.58	N/A	N/A	N/A	N/A	
42"	40620.47	40785.15	44855.87	43961.79	44499.96	44997.87	45635.65	N/A	N/A	N/A	N/A	
48"	41007.13	41188.24	45251.17	44370.94	44833.85	45349.93	46000.68	N/A	N/A	N/A	N/A	
54"	39941.25	43941.9	42861.32	43436.51	43972.04	44672.37	N/A	N/A	N/A	N/A	N/A	

Dump Bed Pricing with Barn Door Tailgate and Mailhot Lift Cylinder  
(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		41334.38	41915.32	42036.41	42824.27	43936.15	44668.46	45428.46	45970.48	46448.31	46968.36	47563.67
36"		41753.91	42366.85	42610.43	47679.52	44470.73	45258.34	45924.98	46600.20	47101.39	47624.90	48243.56
42"		41702.01	42314.95	42572.37	43354.52	44466.40	45221.20	45875.67	46646.91	47161.07	47697.56	48330.06
48"		42032.44	42659.59	42950.38	43724.74	44849.60	45624.30	46291.74	47088.06	47616.06	48165.56	48811.00
54"		42419.10	43062.68	43345.68	44133.89	45183.49	45976.35	47072.84	47483.37	47968.98	48587.65	49246.10

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Dump Bed Pricing with Barn Door Tailgate and Roller Combo Hoist

(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		38855.87	38974.70	42975.35	43055.27	42580.46	42975.49	43705.82	N/A	N/A	N/A	N/A
36"		39275.40	39426.23	43449.37	46850.02	43054.57	47853.23	44202.34	N/A	N/A	N/A	N/A
42"		39223.50	39374.33	43411.31	42525.02	43050.21	43528.23	44153.03	N/A	N/A	N/A	N/A
48"		39553.93	39718.60	43790.22	42895.24	43433.41	43931.32	44569.10	N/A	N/A	N/A	N/A
54"		39940.59	40121.69	44184.62	43304.39	43767.30	44283.38	44934.13	N/A	N/A	N/A	N/A

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Vibrator:		Included with price matrix	
1. Vibrator shall be a <b>Cougar DC-1400-12-vDC</b> or approved equal:		Yes	No
2. <b>Cougar DC3200 12V Vibrator; 1 Per Body</b>		Yes	No
3. Dump body shall have a 12-vDC electric vibrator securely attached to each lower side of the dump body structure.		Yes	No
4. Each vibrator shall produce a minimum of 1,000-lbs of centrifugal force.		Yes	No
5. Mounting bolts shall not protrude through the floor.		Yes	No
6. A stainless-steel safety cable shall secure the vibrator to the body with a minimum of two attachment points located on opposite sides on the vibrator to prevent the vibrator from falling off if the bolts come loose.		Yes	No
7. The vibrator shall be mounted using Grade 8 fasteners, washers and lock nuts.		Yes	No
8. The electrical system shall include		Yes	No
a. Operator abuse automatic timer shutdown. The timer shall be mounted in a location/manner to prevent operator adjustment.		Yes	No
b. Automatic overload protection.		Yes	No
c. Copper #4 welding cable minimum.		Yes	No
d. Cab mounted momentary operator button wired through a constant-duty solenoid.		Yes	No
9. The vibrator shall be fully sealed against high-pressure wash water, corrosion, and road dirt.		Yes	No
10. The vibrator shall be maintenance free not requiring lubrication or other routine maintenance functions except checking mounting bolts.		Yes	No



	<p>Toolbox:</p> <ol style="list-style-type: none"><li>1. A toolbox shall be installed on top of the left rear fender just forward of the tandem dual tires.</li><li>2. The toolbox shall fit the body contour on the back side.</li><li>3. The toolbox shall be xx" L x Fender Width xx" T.</li><li>4. The toolbox door shall be bottom hinged with stainless cable stops on each end of the door</li></ol> <p>The door shall have a stainless-steel key lockable slam lock</p> <p><b>**See attached WeatherGuard catalog for more options**</b></p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>\$2,322.00</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
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Tool Box Pricing  
(If not offered, enter N/A)

16" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
24"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

18" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		370.00	403.00	437.00	477.00	485.00	NA	619.00	779.00	918.00	1046.00
24"		434.00	482.00	515.00	589.00	634.00	NA	778.00	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

24" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		434.00	482.00	515.00	589.00	634.00	NA	778.00	966.00	1099.00	1240.00
24"		502.00	549.00	594.00	658.00	715.00	NA	896.00	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

NOTE: SEE ATTACHED WEATHERGUARD CATALOG FOR MANY OPTIONS

# CCD EXHIBIT A - SC-00003211 - Continued

A*	<p>Cab Protector for Dump Body:</p> <ol style="list-style-type: none"> <li>1. Cab protector <del>4/8"</del> 201 stainless steel load bearing type 36" in length with <del>a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</del> 36" Cabshield 36" x 88" 10GA 201 SS</li> <li>2. Cab protector shall <del>be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</del> Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</li> </ol>	<p>Yes No</p>	<p>\$ 1,362.00</p> <p><u>\$ INCLUDED</u></p> <p><u>\$ INCLUDED</u></p>
B*	<p>Cab Protector with Integral Hydraulic Tank:</p> <ol style="list-style-type: none"> <li>1. Cab protector 1/8", 201 stainless steel load bearing type 36" in length with a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</li> <li>2. Cab protector shall be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</li> <li>3. Cab protector shall have 45-gallon Hydraulic Tank with all standards from above.</li> </ol> <p>Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</p>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ 6,100.00</p> <p><u>\$ INCLUDED</u></p> <p><u>\$ INCLUDED</u></p> <p><u>\$ INCLUDED</u></p>
C*	<p>Back of cab tank with enclosure only for oil and hydraulic less cab shield for quad package installed at Factory, less hydraulics</p>		<p>\$3,281.00</p>

	<p>Side Board:</p> <p>1. Sideboards 3" x xx" stainless steel C-Channel with a 3" wide x 3" high, P/N CACD830 Acme Rubber Company (1.800.222.2263)</p> <p>The dock bumper shall be bolt attached thru a continuous strip of 3/16" stainless steel, bolted on 8" centers, to the top of the stainless-steel C-channel.</p>	<div>Yes</div> <div>No</div>	See Matrix For Pricing	54
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Side Board Pricing  
(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
		1465.22	1562.82	1660.42	1758.02	1855.62	1953.22	2050.82	2148.42	2246.02	2343.62	2441.22
3"		1733.62	1855.62	1977.62	2099.62	2221.62	2343.62	2465.62	2587.62	2709.62	2831.62	2953.62
6"		1921.50	2060.58	2199.66	2338.74	2477.82	2616.90	2755.98	2895.06	3034.14	3173.22	3312.30
9"		2082.54	2236.26	2389.98	2543.70	2697.42	2851.14	3004.86	3158.58	3312.30	3466.02	3619.74
12"												

NOTE: WE CAN OFFER OTHER OPTIONS

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)

Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>Under Body Scraper: (10' Monroe Model MTE4510)</p> <ol style="list-style-type: none"> <li>Moldboard is 1" thick x 20" in height 2½" O.D. hinge shaft.</li> <li>Two heavy-duty shock abs replaceable trunnions.</li> <li>Two 3½" x 10" actuating cylinders.</li> <li>1" solid circle with 5" plated center two 4" x 12" reversing cylinders.</li> <li>Three hinge anchor points.</li> <li>Relief Valve (Set @ 250 PSI) adjustable from 200 PSI to 350 PSI</li> <li>Cutting Edge 1½" x 6" double beveled cutting edge with AASHTO hole spacing - 2 piece</li> <li>Black Powder Coat Paint</li> </ol> <p>10" moldboard Price 11" moldboard Price 12" moldboard Price</p>	<p>Yes Yes Yes Yes</p> <p>No No No No</p> <p>Yes Yes Yes</p> <p>No No No</p> <p>Yes</p> <p>No No No</p>	<p>\$ 14,074.00 \$ <u>INCLUDED</u> \$ <u>INCLUDED</u> \$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u> \$ <u>INCLUDED</u> \$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u></p> <p>\$14,074.00 \$14,180.00 \$14,217.00</p> <p>**Above pricing includes notching of moldboard</p> <p>**Above pricing is for factory install on new chassis. Modifications may be required to fuel tanks, air tanks, or battery boxes. Pricing for modifications if necessary is to be negotiated.</p>
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# CCD EXHIBIT A - SC-00003211 - Continued

	<p>Liquid De-icer Dispensing System</p> <p>1. System shall be skid mounted constructed out of 201 Stainless Steel</p> <p>2. Tank shall be a Poly Tank With Baffle Balls (provide manufacture for Baffle Balls)</p> <p>3. Liquid Pump</p> <p>4. Hydraulic Pump</p> <p>5. Spray Bar shall have 16 strait stream nozzles</p> <p>6. Spray rate shall be from 20GPLM to 75GPLM</p> <p>7. Rear Ladder</p> <p>8. Rear 3" Fill 30" to 36" off the ground</p> <p>9. Stand Alone Leg Kit for easy storage</p> <p>10. Rear DOT lights</p> <p>750 Gallon Saddle Tank Style</p> <p>1000 Gallon Saddle Tank Style</p> <p>500 Gallon Skid Tank Style</p> <p>750 Gallon Skid Tank Style</p> <p>900 Gallon Skid Tank Style</p> <p>1000 Gallon Skid Tank Style</p> <p>1600 Gallon Skid Tank Style</p> <p>1800 Gallon Skid Tank Style</p> <p>Please see optional equipment pages (copy attached)</p> <p>CCD Special front latch system</p>	<table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td colspan="2">Location</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr></table>	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Location		Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	<p>** See attached quotation MRE801</p> <p>\$1,790.00</p>
Yes	No																																								
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
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Hydraulic Options			
1. (3) Three Joy Stick Operators Console in lieu of single Joy Stick Option from above a) Other Operator Station Options Option 1 Option 2	Make: _ Certified Power Model: FR311xxxx  Make: Certified Power Model: FR411xxxx 4 Stick Operators Console	\$783.00 — \$1407.00	
2. Control System Option 1 Option 2	Make: _ Certified Power_ Model: Freedom MDC 3 Class =<6, 3 Mini Stick Console Pkg Make: Certified Power Model: Freedom MDC 2 Class =<6, 2 Mini Stick Console Pkg	\$2493.00  \$2192.00	
3. Hot Shift PTO and Pump for the Optional Transmissions Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7	Make: _Chelsea_ Model: _ 890 Series_ Allison 2000 267 Series Allison 3000 280 Series Allison 4000 Danfoss J60B LS 60cc Piston Pump Danfoss J75C LS 75cc Piston Pump Danfoss E100B LS 100cc Piston Pump	\$2874.00 \$965.00 \$1180.00 \$1225.00 \$1486.00 \$2239.00	
4. Hydraulic Reservoir and Valve Enclosure  Option 1 <b>Note: Frame Mount Combination w/ No Tool Cover</b>  Option 2 <b>Note: Frame Mount Combination w/ No Tool Cover</b>  Option 3 <b>Recirculation w/ Parker FF Fittings 35g ONLY</b>  Option 4 <b>DEDUCT for NO 35 gallon SVGD Enclosure</b>	Certified Power FEPTO Drive Line Kit  Make: _ Certified Power Model: ServiceGuard Combo Capacity: 35 Nom. Gallon Stainless ILO Black IDOT  Capacity: 30 Nom. Gallon SS =<Class 6 A/R IDOT  Recirculation w/ Parker FF Fittings 35g ONLY  DEDUCT for NO 35 gallon SVGD Enclosure	\$256.00  \$997.00  \$1806.00  \$2015.00  \$ <1000.00>	
5. Filter Options Option 1 Option 2 Option 3	Make: _ Model: _ Parker 1' Hi Pressure Inline Filter 7 micron Schroeder 80gpm 10 micron In Tank Filter Full Flow Spin on Return Filter Assembly	\$745.00 \$15.00 \$37.00	

Request for Proposal No. 0751A (2018)  
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6. Valve Section Options Option 1 Option 2 Option 3	Make: _____ Model: _____ Danfoss PVG32 Wing Section w/ LSRV + Harness Danfoss PVG32 Plow Wing Section w/ LSRV + WPRV + Hmss. Danfoss PVG/BZ 32 (2) Section UBS NO Leak/STD + Hmss.	\$738.00 \$795.00 \$1499.00
7. Cable Options Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7 Option 8 Option 9	Make: _____ CPI Harness _____ Model: _____ SG07050722-003, 23' Auger Ext. w/Bulkhead SG07050651 Splitter SG07050316 8' 3 wire Ext. SG07050740-001, 2m CAN Ext. SG07050736 2m Ext. SG07070374 Bulkhead SG07070731-002, 16.5' Ext. SG07050696 3m Fly Anti-Ice 3 Lane Harness Pkg w/ AI Cartridge	\$126.00 \$39.00 \$48.00 \$39.00 \$27.00 \$28.00 \$72.00 \$47.00 \$1696.00
8. Miscellaneous Hydraulic Parts Option 1 Option 2 Option 3 Option 4	Make: _____ Model: _____ Low Oil Shutdown 100cc Prewet Valve Cartridge and Harness CCD Custom Plow Balance Manifold Plow Pressure Hose Relief	\$ 393.00 \$ 188.00 \$ 2567.00 \$ 173.00
9. Electric Switch Packs for control of other optional items  Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7 Option 8 Option 9  Option 10	Make: _____ Model: _____ Add TouchGuard Programmable Switch Pkg w PDC 3 Sprague Rocker Switch Box w Harness Low, Hot Oil and Low Filter Indicator Pkg All Raise or 'Panic' Push Button Power Distribution Pedestal Base Unit 443-008 Power Distribution Wall Mount w/ Plastic View Standard DA Joystick XDS Console Mini DA Joystick MDC Console 3 Axis Single Stick  Vaisala Surface Patrol Road/Air Temp	\$ 582.00 \$ 290.00 \$ 446.00 \$ 143.00 \$ 592.00 \$ 263.00 \$ 333.00 \$ 194.00 \$ 1105.00  \$1,386.00
<p>Please see optional specifications and pricing for the following:</p> <p>1. Force America/Monroe Hydraulic System with Single Stick I-Grip The Monroe/Force system will include the Force SSC6100 can bus spreader control system.</p> <p>2. Force America Single Stick Control will include the SSC6100 can bus spreader control system.</p>		

F.	Spare Parts: 1. Joystick controller (1) required.	Make: CPIPQ    Model: M22047	\$ 1105.00
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<p>G. Inspection Trip:</p> <ol style="list-style-type: none"> <li>1. The City and County of Denver reserves the right to inspect at the cab and chassis and body fabricating plant during the construction of the first (1st) article prior to paint and delivery.</li> <li>2. When the fabricating plant is located further than 200 road-miles from the City and County of Denver, the bidder shall include in the bid price all travel expenses to the fabrication plant for the inspection.</li> <li>3. The City may select to send 4 representatives to inspect the 1<sup>st</sup> article. The provided costs shall be based on one (1) person per day and the City will determine how many representatives the inspection will require and how many days the inspection will require.</li> <li>4. Inspection Trip Costs to include:               <ol style="list-style-type: none"> <li>a. Air fare per person:</li> <li>b. Surface transportation costs:</li> <li>c. Lodging per person per day:</li> <li>d. Meals per person per day:</li> </ol> </li> <li>5. Total cost per person for 1st article inspection trip:</li> </ol>	<p>Provide information:</p> <p>Distance to fabrication plant: 1250 miles Plant Location: <u>Monroe, Wisconsin</u></p> <p>Air Fare: \$850.00, Airline: <u>United</u></p> <p>Surface Transportation: \$200.00 per day, Mode: Car</p> <p>Lodging / day: \$200 per day, Hotel: <u>AmericInn</u> Meals / day: <u>\$85 per day</u></p> <p>\$850.00 \$200.00 \$200.00 \$85.00 <b>\$850.00 + \$240.00/ day</b></p>
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>Stake Bed Options</p> <p>Extra Heavy Duty Stake Bed Options</p> <ol style="list-style-type: none"> <li>1. Structural Steel Long Sills</li> <li>2. Structural Steel Cross Members 12" on Center</li> <li>3. 3/16" Diamond Plate Deck</li> <li>4. 1/4"x2" steel Tie Down – Rub rail full length</li> <li>5. 42" tall Stake Sides easily removable</li> <li>6. Powder Coat Paint</li> <li>8' wide x 12' long</li> <li>8' wide x 14' long</li> <li>8' wide x 16' long</li> <li>8' wide x 18' long</li> <li>8' wide x 20' long</li> <li>8' wide x 22' long</li> <li>8' wide x 24" long</li> </ol> <p>Options for above Stake Bed</p> <p>Option 1: LED Stop Tail Turn Backup Mounted in light boxes</p> <p>Option 2: Conversion Hoist 12' – 18' Model F18 Crysteel (NTEA Class F)</p> <p>Option 3: Conversion Hoist 14' – 20' Model ST400 Crysteel (NTEA Class H)</p> <p>Option 4</p> <p>Option 5</p>	<p>Yes Yes Yes Yes Yes Yes</p> <p>No No No No No No</p> <p>Make: Rugby    Model: Custom CCD</p>	<p>\$ Included \$ Included \$ Included \$ Included \$ Included \$6,475.00 \$7,262.00 \$7,866.00 \$8,356.00 \$9,460.00 \$9,836.00 \$10,325.00</p> <p>\$446.00</p> <p>\$9,580.00</p> <p>\$9,812.00</p> <p>63</p>
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	<p><b>Conventional Lift Gate</b></p> <p><del>Heavy Duty Electric over Hydraulic Lift Gate</del></p> <p><del>1. Gate Shall be of Steel Construction</del></p> <p><del>2. Platform 96" wide</del></p> <p><del>3. Powder Coat Paint</del></p> <p><del>2200 pound rating with 42" deep platform</del></p> <p><del>3300 pound rating with 42" deep platform</del></p> <p><del>4400 pound rating with 42" deep platform</del></p> <p><del>2200 pound rating with 48" deep platform</del></p> <p><del>3300 pound rating with 48" deep platform</del></p> <p><del>4400 pound rating with 48" deep platform</del></p> <p>Options for above Lift Gate</p> <p>Option 1</p> <p>Option 2</p> <p>Option 3</p> <p>Option 4</p> <p>Option 5</p> <p>Specifications above are not conducive to equipment requested. We offer the following -2- options for your consideration:</p> <p>Lift gates for smaller trucks: Ford F550 – GMC5500</p> <p>Tommy Gate Model G2 1300 LB with option for 1600 LB</p> <p>Application suitable for flatbed, van, service body</p> <p>Specifications attached.</p> <p>Lift gates for larger Class 6 trucks:</p> <p>Tommy Gate Model 89-25-BFTP60</p> <p>Capacity 2500 LB with option for 3000 LB</p> <p>Option for platform size up to 70"</p> <p>Application suitable for flatbed and van trucks.</p> <p>Specifications attached.</p>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Make: _____ Model: _____</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>G2 1300 # Capacity w/ 41" Platform</p> <p>G2 1600# Capacity w/ 41" Platform</p> <p>Option to above 41" Aluminum Platform</p> <p>LED Light kit with Dual Control</p> <p>Tommy Gate 2500 # Capacity w/ 60" Platform</p> <p>89-30-BFTP60 3000# Capacity w/ 60" Platform</p> <p>Options to above: 70" Platform</p> <p>Dual Control Only</p> <p>Above bed travel</p>	<p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$4,550.00</p> <p>\$ 4,750.00</p> <p>Add \$725.00</p> <p>Add \$875.00</p> <p>\$9,950.00</p> <p>\$10,450.00</p> <p>Add \$650.00</p> <p>Add \$270.00</p> <p>Add \$350.00</p> <p>64</p>
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Warning Lights Whelen LED Lighting Options (no approved equal) 1. LED Light Bar with Controller Option 1 JV2AAAA 56" Option 2 JV4AAAA 44" Option 3 JV8AAAA 50" Option 4 Option 5 2. LED Beacon Option 1 L3HHAFCA (Amber) Option 2 L31HBF (Blue) Option 3 L360BDB (Branch Guard) Option 4 Option 5 3. LED Surface Mount Option 1 50A02ZAR (Amber - Rear) Option 2 50B02ZBR (Blue - Rear) Option 3 50A03ZAR (Amber - Front) Option 4 50B03ZAR (Blue - Front) Option 5 5BRUSH (Light Guard) 4. LED Arrow Stick Option 1 TA166AL5 (Arrow Style) Option 2 TAC815 (Straight Style) Option 3 Option 4 Option 5	Make: Whelen Model: Justice **Price is installed with PCCS9NP-LW Controller  Make: Whelen Model: 31 Series Super LED Beacon  Make: Whelen Model: 500 Series LED  Make: Whelen Model: Traffic Advisor Make: Whelen Model: Traffic Advisor	\$3,185.00 \$3,185.00 \$3,185.00  \$1,174.00 \$1,174.00 \$200.00  \$325.00 \$325.00 \$325.00 \$325.00 \$110.00  \$3,555.00 \$950.00
Electric Switch 1. Electric Switch Pack to operate optional equipment Option 1 PCCS9NP-LW Option 2 6391106 Option 3 6391104 Option 4 Option 5	Make: Whelen Model: 9 Switch Controller Make: Buyers Model: 6 Switch Controller Make: Buyers Model: 4 Switch Controller	\$415.00 \$250.00 \$250.00
		65

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)

Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

<p>Pintle Hitch and Plate Options (use standards from above)</p> <p>Hitch Plate with D-rings</p> <p>Option 1 ¾" Plate</p> <p>Option 2 1" Plate</p> <p>Option 3</p> <p>Option 4</p> <p>Option 5</p> <p>Pintle Hitch</p> <p>Option 1 15 Ton Steel without air</p> <p>Option 2 30 Ton Steel without air</p> <p>Option 3 45 Ton Steel without air</p> <p>Option 4 45 Ton Steel with air</p> <p>Option 5</p>		<p>Make: OJ Watson Custom</p>	<p>\$880.00</p> <p>\$1,100.00</p>
<p>Proposed Options:</p> <p>It is our intent to offer for your consideration product catalogs for the following suppliers:</p> <p>Monroe Snow &amp; Ice Control</p> <p>Weather Guard Accessories</p> <p>Whelen Lighting</p> <p>Boss Snow Equipment</p> <p>Buyers Products</p> <p>Schwarze Sweepers</p> <p>Force Hydraulics</p> <p>Reading Service Bodies</p>	<p>Attached are samples of pages in each catalog, as well as some price sheets. Pricing would be based upon suppliers list pricing, less a discount, coming to a net figure that would include freight. Labor would need to be negotiated for any parts or accessories that would be installed. This pricing structure would allow the City to purchase items and furnish the installation labor themselves.</p>	<p>Make: Buyers</p> <p>Capacity: 30,000 - lbs.</p> <p>Capacity: 60,000 - lbs.</p> <p>Capacity: 90,000 - lbs.</p> <p>Capacity: 90,000 - lbs.</p>	<p>\$236.00</p> <p>\$331.00</p> <p>\$429.00</p> <p>\$686.00</p>

## 5.1

### Electrical Systems:

- A. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/melttable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). No non-factory crimp connections allowed. No cutting or splicing into the factory wiring harnesses allowed.
- B. All accessories (strobe lights, operator controls, light bar, etc.) shall be wired through a 12-vDC constant-duty solenoid and controlled by bus bar mounted and permanently labeled auto-resetting circuit breakers. The solenoid shall be wired to the key switch.
- C. All dealer/vendor installed items, which require connecting into the vehicle's electrical system shall be done using an OEM factory modified wiring kit whenever possible.
- D. All non-factory wiring shall be encased in a totally sealed wiring harness (no plastic split loom) to prevent corrosion from magnesium chloride. The wiring harness shall be well secured to the truck with neoprene aircraft stainless steel tubing clamps. Rubber grommets shall be used at all areas where the wiring passes through areas that could damage the wiring. Unprotected wiring in any application is unacceptable.
- E. Electrical cables and wiring harnesses shall be neatly run and clamped with neoprene aircraft stainless steel tubing clamps. Clamp spacing shall not exceed 18-inches.
- F. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.

## 5.2

### Fasteners:

- A. Grade 5 (SAE or USS) or 8.8 (metric) minimum, bolts, nuts, washers minimum. Vendor shall use Grade 8 or 10.9 for all critical areas or where good engineering practice suggests.
- B. All fasteners shall be zinc plated to prevent corrosion.
- C. Anti-Seize: all fasteners shall have Fel Pro C5A Anti-Seize compound applied before assembly to prevent corrosion, rusting, galling and aid in equipment servicing and repair.
- D. All fasteners shall be of appropriate length, diameter and strength (grade) for the application.
- E. Bolts and screws shall extend a minimum of 1-1/2 threads beyond the nut and maximum of 6 threads past the nut.
- F. Flat washers shall be used under bolt heads and nuts.
- G. Lock nuts (nylon insert, metal, slotted, castle nuts) shall be used lock-washers are not acceptable.

## 5.3

### Hydraulic Systems:

- A. All hydraulic circuits shall be pressure relief protected.
- B. Hydraulic hoses shall be Parker 451ST SAE 100R17 (tight bend radius) 2-wire braid hose meeting SAE-100R16 specifications where the hose meets operational criteria or approved equal.
- C. Hydraulic hoses shall have swivel fittings on both ends. Hose ends shall be located to facilitate easy component replacement.
- D. High-pressure hydraulic hose shall not be used for suction lines.
- E. Close/tight radius 90° elbow fittings shall not be used if short, medium or long drop steel stem 90° elbow fittings can be used. Over use of 90° elbows shall not be permitted.

- F. Hydraulic hoses and rigid lines shall be run parallel where possible; routing shall look neat and well planned.
- G. Rubber cushioned metal hydraulic clamps shall be used on all hydraulic ridged lines and hoses at proper intervals for supporting the line/hose 36" maximum distance. Clamps shall be securely mounted to the equipment.
- H. Hydraulic hoses and lines shall not be routed near exhaust, close to rotating components or over, around or through sharp edges. . Rubber grommets shall be used at all areas where the hydraulic lines through areas that could damage the lines.
- I. Galvanized fittings and thread tape shall not be used.
- J. Hydraulic hoses shall be covered with protective spiral nylon anti-chaffing wrap or sock type protective sleeves at all areas where chafing/rubbing could cause premature wear/failure.
- K. Hydraulic oil tanks shall magnetic drain plug, oil level and temperature gauge.
- L. Hydraulic hoses over 4' long shall be labeled on both ends for easy identification.
- M. Shut off valves ¼-turn on each side of filter.

**5.4 All fabricated parts, brackets etc.** shall have all sharp corners, edges etc. radiused or rounded for safety.

## 5.5 Welds:

- A. All welds shall meet AWS (American Welding Society) standards for the type weld, material joined and welding method.
- B. Weld joints shall have proper design and fit for the application.
- C. Welds joints shall have proper penetration and be smooth in appearance with no undercuts or overlaps at edge of weld.
- D. Weld joints shall be properly prepared with cut ends ground to remove all slag, create a smooth surface and beveled end.
- E. Welds shall be full length to prevent "rust bleed" from non-welded seams

## 6.1 Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
<b>Training DVD</b>	DVD or CD demonstrating and explaining the safe and proper use of the vehicle/equipment. 1. Cab and chassis.	Yes No	\$ N/A
<b>Operators Manual Paper / or Web Based</b>	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Cab and Chassis. 2. Ongoing Web Subscription by the Year	Paper Yes No Web Based Yes No	\$ N/A \$ N/A
<b>Service/ Maintenance Manual Paper / or Web Based</b>	Four complete sets per Contract (not per vehicle); binder required, 1. Manuals shall be provided for:	Paper Web Based	

# CCD EXHIBIT A - SC-00003211 - Continued

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	<p>A. Cab and Chassis</p> <p>2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p> <p>3. Ongoing Web Subscription by the Year</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<p><b>Service/</b> <b>Maintenance Manual</b> <b>on</b> <b>CD rom or DVD or</b> <b>Web Based</b></p>	<p>Four complete set; per Contract (not per vehicle)</p> <p>1. Manuals shall be provided for:</p> <p>B. Cab and Chassis</p> <p>2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p> <p>3. New CD roms or DVDs shall be provided when information is updated, superseded or changed.</p> <p>4. Ongoing Web Subscription by the Year</p>	<p>Disk Web Based</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<p><b>Service/</b> <b>Maintenance Manual</b> <b>on</b> <b>Internet Access, or</b> <b>Other Electronic</b> <b>Media</b></p>	<p>One complete set; per Contract (not per vehicle)</p> <p>1. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one-time up front cost to the City.</p> <p>2. Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p>	<p>\$ <u>N/A</u></p>

		Yes	No	
	3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.			N/A
	4. Ongoing Web Subscription by the Year			
<b>Parts Manual</b> <b>Paper or Web Based</b>	Two complete sets, per Contract (not per vehicle) 1. Manuals shall be provided for: A. Cab and Chassis B. Equipment and Body 2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 3. Ongoing Web Subscription by the Year	Paper or Web Based  Yes Yes Yes	No No No	\$ NA \$ 200.00 \$ 200.00
<b>Parts Manual</b> <b>on</b> <b>CD rom or DVD or</b> <b>Web Based</b>	One complete set, per Contract (not per vehicle) illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 1. Information shall be provided for: A. Cab and chassis 2. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information. 3. New CD roms or DVDs shall be provided when information is updated, superseded or changed. 4. Ongoing Web Subscription by the Year	Disk Web Based  Yes  Yes  Yes	No  No  No	\$ N/A \$ N/A
<b>Parts Manual</b> <b>on</b> <b>Internet Access, or</b> <b>Other Electronic</b> <b>Media</b>	One complete subscription; per Contract (not per vehicle) 1. Internet information shall allow the City 24 hour 7 days/week including holidays access from its main maintenance facility and all its satellite maintenance facilities. 2. Internet information shall include complete and detailed information for parts for the:	Access Information: 7 days/week including holidays	Yes Yes No	

# CCD EXHIBIT A - SC-00003211 - Continued

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Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>A. Cab and Chassis</p> <p>B. Equipment and Body</p> <p>3. Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information.</p> <p>4. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one-time up front cost to the City.</p> <p>5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.</p> <p>6. Ongoing Web Subscription by the Year</p>	<p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p> <p>Yes <b>No</b></p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<b>New Equipment Check-in Form:</b>	<p>The successful vendor shall complete the City's "New Equipment Check-in Form" completely and accurately with all requested information.</p>	<p>-</p> <p>-</p>	

## 6.2

### Operator and Mechanics Training

Item	Description of Equipment	Offered Equipment	Cost
<b>On Site Equipment Manufacturers Training</b>	On site the vendor shall insure that the equipment manufacturers training representative, after delivery of the equipment Contacts Fleet Maintenance training manager to coordinate equipment training.	Offered by Monroe Hydraulic Manufacturer OJ Watson Company Inc. 1 Year Free	\$Cost after 1 year to be negotiated
<b>Fleet Maintenance Training Manager</b>	Mr. Felix Espinosa, Telephone: 720.865.3912 Contact time: 8:00 am to 3:00 pm M-F	_____	
<b>Training Requirements</b>	Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.	Offered by Monroe Hydraulic Manufacturer OJ Watson Company Inc. 1 Year Free	\$Cost after 1 year to be negotiated



# CCD EXHIBIT A - SC-00003211 - Continued

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On Site Mechanics Training	On site mechanics training shall be 2 classes, approximately 8 hours, 2 shifts total provided at City facilities. The training shall cover maintenance and service procedures, trouble shooting and use of manuals.	Offered by Monroe	\$Cost after 1 year to be negotiated

## 7.0 Warranty

### 7.1 General Warranty Provisions

WARRANTY (Table 1) Class 7 & 8 Vehicles			Complies (Y or N/A)
A.	Express warranty is to be a minimum of 12 months on the vehicle/equipment. The standard factory warranty plan shall be provided as an attachment to your bid proposal		Y
B.	The Warranty is to include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendors facility		Y
C.	Warranty shall start when the City places the vehicle into service <b>NOT</b> on the delivery date. Taking an exception may make bid non-compliant.		Y
D.	Warranty plans shall consist of the total unit and be broken out to a separate plan for each warranty item if applicable, such as engine warranty plan, transmission warranty plan, electrical, etc.		Y
E.	Options listed shall be bid and provided as factory installed under the terms of the full factory-backed warranty. This includes, but is not limited to: air conditioning, radios, cruise control, bumpers, towing packages etc. Dealer-installed options will not be permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.		Y
F.	Bidder will be responsible for warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment		Y
G.	Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours		Y
H.	If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$65.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)		Y
I.	The bidder shall respond to request for warranty assistance within twenty-four (24) hours.		Y

J.	Warranty work shall be accomplished within an appropriate length of time (generally less than 3 working days for everything other than major component repair such as a transmission rebuild) and shall be coordinated with an authorized City representative	Y
K.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	Y
L.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of law under State of Colorado and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any of such implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal.	Y
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	Y

## 7.3

### Fleet Defects

WARRANTY - (Table 2) Fleet Defect Clause, Class 7 & 8 Vehicles	
A.	<b>Definition:</b> If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Design, Testing, Material, and/or Workmanship, then this "Fleet Defect Clause" goes into effect.
B.	<b>Remedy:</b> Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	<b>Exceptions:</b> Fleet defects will not apply to minor aftermarket accessories specified by the City of Denver and installed per instructions/specifications. Examples include: toolboxes, spotlights, bed-liners, etc.
D.	<b>Mitigation:</b> Should the vendor become non responsive to the City's notification of a Fleet Defect, the City may employ several options. (1) After

	notifying the vendor in writing of The City's intent to mitigate its circumstances, the City may choose to perform its own warranty work and seek reimbursement for both parts and labor. (2) On major components, such as engine, transmission, air conditioning, etc., the City may choose to have the repairs performed by an authorized dealer and vendor shall reimburse the City for any parts or labor not covered by other warranty.
E.	<b>Outside Metro-Denver:</b> Vendor will pay for all transportation costs if unit(s) must be sent out of the Denver area for repairs. The City and County of Denver reserves the right to inspect unit(s) before returning back to Denver. The City and County of Denver also reserves the right to send at least one employee, without cost to the City, to inspect the repair(s) before unit is released back to the City.
F.	<b>Expired Warranties:</b> Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If an on-going remedy continues past the warranty date the repairs will continue under warranty until completed or cease at a time agreed upon by the vendor and City and County of Denver.

7.4

Warranty Options

Warranty Options		WARRANTY Options (Table 3) Class 7 & 8 Vehicles			
Cost of Factory Extended Warranties	Please indicate in the columns below the additional cost of an extended warranty for all applicable components listed in the left hand column.  Inc = Included N/A = Not available	Two Years			
A.	Cab and Chassis			Three Years	Five Years
B.	Engine				
C.	Transmission				
D.	Drive Train				
E.	Suspension				
F.	Air Conditioning				
G.	Electrical Components				
H.	Other				
I.	Notes:				

7.5 **Warranty Service Locations:** Warranty repair parts and service shall be available locally at an established factory authorized dealership meeting requirements of Table 1 Section 7.

A. Cab & Chassis:

Dealership Name:

Street Address:

Telephone #:

City:

B. Dump Body System:

Dealership Name:

Street Address:

Telephone #:

City:

8.1	<b>Heavy Duty Vehicle Delivery Documentation:</b>
	<b>Delivery Documentation (GVWR 26,000-Lbs and Above Heavy Duty)</b>
A.	<b>Vehicles ordered under this specification</b> shall be complete and delivered to CITY AND COUNTY OF DENVER, Fleet Management Division. All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, 5440 Roslyn St. Building C.
B.	<b>Vendor shall supply at acceptance and delivery of vehicle.</b> <div><div>1.</div><div>2.</div><div>3.</div><div>4.</div><div>5.</div><div>6.</div><div>7.</div><div>8.</div><div>9.</div><div>10.</div><div>11.</div><div>12.</div><div>13.</div><div>14.</div><div>15.</div></div> <div><div>Bill of Sale (aka invoice, buyers order)</div><div>Original MSO (Manufacturers Statement of Origin)</div><div>Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11)</div><div>Odometer Disclosure Statement, Colorado Dept of Revenue form DR2407 (09-07-05)</div><div>Letter of Certification on Vendor Letterhead (Required for Incomplete Vehicles) with added bodies etc, describes the final configuration of the vehicle)</div><div>Air Brake inspection form required for any vehicle with air brakes or truck units capable of towing trailers greater than 10,000-Lbs</div><div>Standard Sales Tax Receipt.</div><div>DOT inspection form.</div><div>Temporary License Plate.</div><div>New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903</div><div>Copy of City Purchase Order.</div><div>All Keys ordered for the Vehicle and Sundries, i.e. toolboxes etc.</div><div>All Manuals repair, parts, owners and/or CD's/DVD's etc</div><div>Vehicle Warranty information and receipt for optional warranty.</div><div>Receipts and Warranty information for vendor Installed/supplied components (lift gates, snowplows, lighting equipment etc)</div></div>

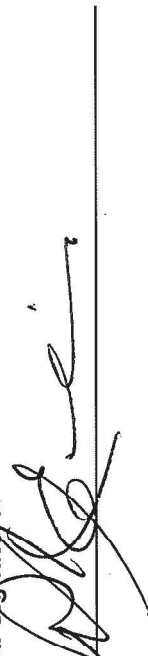
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

C.	For an "Incomplete Vehicle" (cab & chassis) add the following: 1. Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087. 2. Statement of Fact for incomplete vehicles with added bodies etc, describes the final configuration of the vehicle. 3. Original weight slip
D.	Delivery Monday through Friday between 8:00am and 1:00pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: TBD



# CCD EXHIBIT A - SC-00003211 - Continued

## 9.0 Complete Cost for Up-fit Sections Provided and Delivery

<p><b>Total Cost Pricing Include:</b></p> <ul style="list-style-type: none"> <li>○ All of Sections 3.1 – <ul style="list-style-type: none"> <li>• 3.1: Base 15 yd. Live Floor Dump Body Equipment</li> <li>• 3.2: Underbody Hoist</li> <li>• 3.3: Hydraulic System and Controls</li> <li>• 3.4: Tarp System</li> <li>• 3.5: Pintle Tow Hook</li> <li>• 3.6: Snowplow System Monroe 10-ft Snowplow</li> <li>• 3.7: Monroe Flat Plate Hitch</li> <li>• 3.8: Monroe Snowplow Misc.</li> <li>• 3.9: Sundries</li> </ul> </li> </ul> <p><b>Do Not Include:</b></p> <ul style="list-style-type: none"> <li>○ Optional Equipment – Section 4.0</li> <li>○ Manual Cost (s) – Section 6.1</li> <li>○ Operator and Mechanics Training – Section 6.2</li> <li>○ Warranty Cost (s) – Section 7.4</li> </ul>	<p><b>TOTAL COST FOR ALL ITEMS TO BE INCLUDED (LISTED IN THE LEFT COLUMN)</b></p> <p>Authorized Signature: </p> <p><b><u>\$108,439.00</u></b></p>
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Note: See attached OJ Watson Letterhead that show volume discounts that are applicable to the base bid only.

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

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

**DESCRIPTION:** Insight Microsoft 365 G5 Suite Purchase in the Amount of \$194,786.38.

**SUMMARY:** Seeking approval for the purchase of the Microsoft 365 G5 Suite. This suite of Microsoft software greatly increases the County's ability to properly classify and secure data in the Microsoft cloud and support the County's AI CoE initiatives. The total request is for 194,786.38 budgeted from the IT Tech fund 800900. The purchase is from Insight, which has State Price Agreement 178266.

**RECOMMENDED  
ACTION:** Approval of the Insight Microsoft 365 G5 Suite Purchase in the Amount of \$194,786.38.

**REVIEW:**

John Huber	Escalated	6/11/2025
Jim Brown	Approve	6/16/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025
Suzi Woodruff - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Insight MSEA 2025 G5 Amend 194786.38 48948366 AMD AMD000448371 SUPP CPS 3028252.005



## Program Signature Form

MBA/MBSA number

AMD000448371

Agreement number

5780372

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	M71 / 48948366

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Douglas County
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Amendment to Contract Documents

Enrollment Number

48948366

AMD000448371

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment Credit for Unexpired SA and/or Prepaid Online Services Amendment ID M71

The parties agree that the Enrollment 48948366 is amended by adding the following provision:

Microsoft provides credit for unexpired Software Assurance and/or prepaid Online Services that are being renewed into the Enrollment from:

Table 1	
Enrollment Number	48948366

To receive unexpired Software Assurance and/or Online Services credit from multiple prior enrollments and/or agreements, a Previous Agreement/Enrollment Form for each such enrollment or agreement must be attached.

The inclusion of unexpired Software Assurance or Online Services credit in the Enrollment referenced above does not waive Enrolled Affiliate's responsibility to pay any outstanding or future invoices associated with the expiring agreement(s) and/or enrollment(s) referenced above.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate the Enrollment in the event of Enrolled Affiliate's Enrolled Affiliate breach of any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

#### Microsoft Internal Use Only:

"(M71)EnrAmend(CreditforUnexpiredSAandor PrepaidOnlineServices)(WW)(ENG)(Dec2024 )v2(IU).docx"		M71	P-LSS
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## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** Douglas County

**Contract that this form is attached to:** Enterprise Enrollment

For the purposes of this form, “entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

[illegible]

**Account name: 10527658**

DOUGLAS COUNTY COLORADO  
100 3RD ST  
CASTLE ROCK CO 80104-2425

**SHIP-TO**

DOUGLAS COUNTY COLORADO  
SHAWN DEDERA  
100 3RD ST  
CASTLE ROCK CO 80104-2425

**We deliver according to the following terms:**

**Payment Terms** : Net 45 days  
**Ship Via** : Electronic Delivery  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

**Quotation**

**Quotation Number** : [0228476679](#)  
**Document Date** : 03-JUN-2025  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Dan Trivett  
**Email** : [DAN.TRIVETT@INSIGHT.COM](mailto:DAN.TRIVETT@INSIGHT.COM)  
**Phone** :  
**Sales Rep 2** : Maggie Ehr Gott  
**Email** : [MAGGIE.EHRGOTT@INSIGHT.COM](mailto:MAGGIE.EHRGOTT@INSIGHT.COM)  
**Phone** : +18002692523

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">AAL-45737-ESA3</a>	Microsoft 365 G5 - step-up subscription license - 1 user STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Coverage Dates: 1 July 2025 - 31 December 2025  <i>Budgetary Annual Price : \$ 225.42 per user</i> <i>Extended price for Quantity 2042 : \$460,307.64</i>  LICENSE : 48948366	2,042	95.39	194,786.38

Product Subtotal	194,786.38
TAX	0.00
<b>Total</b>	<b>194,786.38</b>

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

[DAN.TRIVETT@INSIGHT.COM](mailto:DAN.TRIVETT@INSIGHT.COM)

Maggie Ehr Gott  
+18002692523  
[MAGGIE.EHRGOTT@INSIGHT.COM](mailto:MAGGIE.EHRGOTT@INSIGHT.COM)  
Fax 8664330064

Please respond to [colorado@insight.com](mailto:colorado@insight.com)  
Phone: 800-269-2523

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Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

**HARDWARE PURCHASES:** Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.

<https://www.insight.com/terms-and-policies>

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Nicole Adams

**DESCRIPTION:** Contracts with Manna Resource Center for Child Welfare and TANF  
Community Services in the Combined Total of \$340,000.00.

**SUMMARY:** The Department of Human Services (Department) seeks approval to enter into two (2) Scope of Services Agreements (SOSA) with Manna Resource Center, totaling \$340,000.00. Manna Resource Center was selected as a preferred vendor through Request for Qualifications (RFQ) #043-22, Human Services Client and Staff Services. The first SOSA, in the amount of \$280,000.00, supports Child Welfare services by funding Family Support Coaches and associated direct services aimed at preventing families from entering the Child Welfare system. The second SOSA, in the amount of \$60,000.00, provides case management and financial assistance for families eligible for Temporary Assistance to Needy Families (TANF). Commissioner spending authority is required for the combined total of these contracts.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- PCS- Manna Resource Center 25-26



**MASTER SERVICES AGREEMENT (MSA)  
MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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. BADGE ACCESS TO COUNTY FACILITIES:** This contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings that may contain Criminal Justice Information (CJI) material. As such, Douglas County will perform prescreening background checks of Contractor and associated personnel. In addition,

Contractor and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, Contractor and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. Depending on access requirements, the Contractor and associated personnel may be required to sign an additional CJIS security addendum. Douglas County reserves the right to refuse to credential Contractor and associated personnel, at its sole discretion, should any concerns arise during this process.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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](mailto: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: Erin White, Director  
Manna Resource Center  
[ewhite@mannaresourcecenter.org](mailto:ewhite@mannaresourcecenter.org)  
3900 Grace Boulevard  
Highlands Ranch, CO 80126  
Telephone: (720) 485-1008

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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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 Agreement.

**29. 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.

**30. 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.

**31. 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

**32. 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.

**33. 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.

**34. 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.

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

- 1<sup>st</sup> This Agreement, Sections 1 through 37
- 2<sup>nd</sup> Exhibit A – SOSA (Block) and subsequent agreements and amendments (Inclusive of Exhibits A1-A2 and Attachments A1-A2)  
Exhibit B- SOSA (TANF) and subsequent agreements and amendments (Inclusive of Exhibits B1-B2 and Attachments B1-B3)
- 3<sup>rd</sup> Exhibit C – Insurance
- 4<sup>th</sup> Request for Qualifications (#043-22)
- 5<sup>th</sup> Response to Request for Qualifications

**36. 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.

**37. 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.

# MANNA RESOURCE CENTER

**BY:** \_\_\_\_\_  
Erin White, Director

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      **SS.**

**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**  
**MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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 June \_\_\_\_, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit A1, 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 and Eighty Thousand Dollars (\$280,000.00) for the Term. Payment terms are as described in Exhibit A2. 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 A1, the Contractor attests by virtue of executing this Scope of Services Agreement 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 A1 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 A1 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 July 1, 2025 and terminate at 11:59 p.m. on July 1, 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.

**MANNA RESOURCE CENTER**

**BY:** \_\_\_\_\_  
Erin White, Director

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

## **Exhibit A1**

### **Overview**

The Department of Human Services (Department) with various community agencies participated in development of the Douglas County Child Abuse and Maltreatment Prevention Plan (Plan). One of the Plan's goals was to establish a family resource center as well as increase awareness of existing home visiting programs available in the County. Contractor co-established the Family Center of Douglas County (FCDC) with Catholic Charities of Central Colorado, and the FCDC became operational in 2021. In 2024, The Manna Resource Center is assuming the work and responsibilities of the FCDC and the name Family Center of Douglas County will be dissolved.

The Department intends to support the Manna Resource Center by making quarterly payments to Contractor as outlined in Exhibit A2 B. Permitted uses for these quarterly payments include but may not be limited to:

- 1) Salary and benefits for two and a half Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's salary and benefits, Hiring and retention expenses for Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's,
- 2) Family Support Coaches mileage and uniforms,
- 3) Training and conference attendance for Family Support Coaches as required by the Department or directly related to this work, and a pro-rated portion of their Supervisor's and/or Manager's training and conference attendance,
- 4) General office supplies and equipment for Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's supplies and equipment,
- 5) Marketing and promotional materials,
- 6) Enhancement of community partnerships for client referrals,
- 7) Development and operation of a Parent Café (a parent support/education group that meets in the community),
- 8) A pro-rated portion of rent and building related expenses (as applies to the Family Support Coaches and their direct Supervisor and/or Manager),
- 9) A pro-rated portion of general overhead, e.g., operational insurances, background checks, payroll processing, human resources and general management costs (as applies to the Family Support Coaches and their direct Supervisor and/or Manager),

It is incumbent upon the Contractor to verify that a specific expense not listed above is allowed. If an expense is not listed below but determined by the Department to be a permissible expense, the Department's written approval will be retained in the Contractor's file and does not require an Amendment. Expressly non-permitted uses for these funds include, but may not be limited to:

- 1) Alcohol, food, gifts or supplies for staff events such as anniversary/retirement parties or holiday celebrations,
- 2) Any proselytization or contributions to religious institutions or for religious activities,
- 3) Lobbying activities, events or fees,
- 4) Direct financial assistance or third-party payments for non-Douglas County residents,
- 5) Payment for any work, e.g., case management, or expense related to serving non-Douglas County residents, and
- 6) Payment for any work or cost that is otherwise reimbursed under Exhibit A or covered by any other Department, County, State or Federal funding source.

## Services

The Manna Resource Center seeks to strengthen families through connections to community resources and supports. The primary services offered are a comprehensive needs assessment, case management, mental health counseling, resource navigation, referrals, and enrollment in human services benefits. Resources and referrals provided to families will fall into 5 categories based on the Strengthening Families Protective Factors: parental resilience; parenting and child development; social connections; concrete support; and social and emotional competence of children.

Department staff will provide virtual or on-site assistance at each location for families seeking public assistance benefits as available and practical.

Family Support Coaches will be provided a County email for County network access purposes. Contractor may use either the County email address or their own organization's email to conduct work performed under this Contract.

The Manna Resource Center is located in Highlands Ranch and serves all of Douglas County. The Center will be open 4-5 days per week during the course of this Contract. Families will be able to walk in or schedule in-person or virtual appointments. Staff invoiced under this Contract must be employed by Contractor and no other partner.

### 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. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided by the Authorized Representative, the Contractor may not release any information about the program and its applicants beyond what is outlined in Recitals 15 and 23 of the Master Services Agreement (MSA). All client data must be sent via secure email, secure file transfer or US mail between the Department and Contractor.
- d. Contractor will notify the Department if/when any criminal misdemeanor, or felony offenses or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- e. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) mandatory reporter, 2) building safety and security, 3) cyber and data security, and 4) Fulfill fingerprinting requirements in accordance with Term 17 of the Master Service Agreement (MSA) and Attachment A2, both of which are incorporated into this Agreement.
- f. Contractor will meet with the Department as needed throughout the Contract to review performance, discuss the developing program and ensure consistency of work, invoicing, approach and related items.



- g. Provide appropriately skilled, continuous supervision of staff and appropriate overall management.
  - h. Notify the County in writing of any change in the persons authorized to bind this Contract.
  - i. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested.
2. Recruitment and Supervision
- a. Contractor will recruit for and hire Family Support Coaches during Contract term. Depending on when the person is hired, if ample time remains within this Contract, Contractor and Department will meet to complete a six (6) month performance review. If there is not ample time within this Contract for the performance review, Contractor and Department will meet to review performance to determine if that person should continue and a subsequently prepared Contract.
  - b. Family Support Coaches work under the direct supervision of Contractor. As needed, the Department will coordinate with Contractor.
  - c. Department will provide training, resource connections, and program information when appropriate.
3. 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.
- 4. 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 8 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.
- 5. Education, Training, and Other Requirements
  - a. Education and experience strongly preferred includes:
    - i. Bachelor's degree in human services, social work, or related field,
    - ii. Two years of full-time experience working with direct client/family interaction in a human service-related field, and
    - iii. Demonstrated knowledge of the Child Welfare system.
  - b. Family Support Coach must:
    - i. Successfully complete (or be waived by the Colorado Department of Human Services) all mandatory new Child Welfare Caseworker training within the first four (4) months of employment, and
    - ii. Complete required 40 hours annual child welfare training, and any State or County required Child Welfare or Adult Protection training.
  - c. Various other requirements include:
    - i. Continuously hold a valid driver's license.
    - ii. Demonstrated ability to interact in a culturally appropriate manner with all clients, co-workers, volunteers, partner agencies, and other community members,
    - iii. Demonstrated excellent verbal and written communication; problem solving skills including the ability to locate and access resources and services; and ability to listening and form and maintain positive relationships.
    - iv. bilingual English/Spanish is preferred.
- 6. Deliverables
  - a. Contractor will refer to Attachment A1
- 7. Systems
  - a. Use Colorado's Child Welfare computer system (Trails) to document status updates with regard to family engagement in services offered.
  - b. Update empowOR database regarding all key elements of case work and status.
- 8. Location and Space
  - a. Contractor must fulfill all fingerprinting requirements in accordance with Term 7 of the MSA and Attachment A2, both of which are incorporated into this Agreement in order to receive building access.
  - b. For periodic use, Family Support Coaches will be provided a County badge and standard cube at the Department's location and have access to a phone, copier/scanner, and other basic office furniture and supplies. Family Support Coaches may schedule interview rooms to meet with clients using the County's email system.

9. Services and Deliverables

- a. Services and deliverables are listed in Attachment A1.
- 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. Provide a County email address and access to Douglas County network and HSCARES, and Colorado child welfare computer systems, i.e., Trails.
2. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams.
3. Provide clients information regarding rights and fair hearings.
4. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with Contractor.
5. Schedule meetings with Contractor as needed.

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**Exhibit A2**  
**METHOD OF PAYMENT**

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Attachment A1 and accept any and all forms of payment.
2. Rates outlined in Table 1 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid more than one time for the same service as outlined under the term Maximum Contract Liability in paragraph 3 of the Exhibit A, Scope of Services Agreement (SOSA).
3. Contractor may not request any pre-payment of expenses or pre-payment of a monthly invoice.

**Table 1.**

<b>Services</b>	<b>Budget</b>
Exhibit A1 - Manna Resource Center (Program Operations)	Contractor will invoice for twelve (12) monthly payments as outlined below. Funds are to be used for expenses outlined in Exhibit A1, "Overview", paragraph 2, items 1 through 9.  \$23,333.33 per month (June 2025 – May 2026) (11 months) \$23,333.37 (June 2026) (Final month)
<b>Total</b>	<b>\$280,000.00</b>

4. Monthly payments listed in Table 1 constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs.
5. 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.
6. In the event that any costs are shared by multiple clients, or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse the portion of the expense incurred for the execution of this Contract.
7. If the Contractor elects to simultaneously use any of the same staff members on this Contract and another contract with the Department, the Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
8. No expense or cost provided under this contract may not also be an invoiced and reimbursed expense covered by a separate contract with this Department. If requested, Contractor will provide within 30 calendar days of the request a sufficiently detailed accounting to the Department outlining how this expense is not also included in any payment made under a separate contract with this Department.
9. Invoices must be submitted by the 15<sup>th</sup> of each month after the month in which service(s) were rendered, except June 2026 is due July 7, 2026. Complete invoices will only use the service names listed in Exhibit A1 and include the required deliverable(s) listed in

Exhibit A1. Failure to submit invoices timely or without required deliverables may result in non-payment. Invoices cannot include estimates or requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.

4. 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.**
5. Invoices and back-up documentation may only be sent via:
  - a) secure email to [HSAccounting@douglas.co.us](mailto:HSAccounting@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 [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

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## ATTACHMENT A1 SERVICES, DELIVERABLES AND RATES

Invoices must be submitted by the 15<sup>th</sup> of each month after the month in which service(s) were rendered. Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)
1	Calling referred families for program enrollment, offering case management and program services using strength-based practices	Monthly written reports may include but are not limited to 1) Number of referrals received, 2) Number of families served, 3) Home visits completed, 4) Specific types of direct services provided, and 5) Other appropriate measures as required.  Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
2	Conducting initial and follow-up assessments	Written Intake/Assessment- Completed to determine appropriateness of services.	Service included in monthly rate.
3	Linking families to financial services and community resources	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
4	Completing the needs assessment using the CFSA2, and following-up with contacts to assess goal attainment and need for further referrals and provide resources that may not be available in the community such as financial planning, parenting skills, and communication skills	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
5	Conducting home visits or other convenient location at least monthly as determined by the family to	Monthly written reports may include but are not limited to 1) Number of referrals received, 2)	Service included in monthly rate.



	provide needs assessment, establish client rapport, set family-centered and strengths-based service plan, and provide direct services and follow-up to assigned families	Number of families served, 3) Home visits completed, 4) Specific types of direct services provided, and 5) Other appropriate measures as required.	
6	Collaborate with community partners (including but not limited to Child Welfare, juvenile justice, mental health, education, and medical) to ensure cohesive coordination of services	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
7	Facilitating the connection to community referrals for services to maintain a safe environment and enhance child and family wellbeing. Referrals include meeting basic, safety, social, esteem, and cognitive needs of individuals within the family and/or the family as a whole. Intensive follow-up required for any referrals provided	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
8	Develop case plans for families regarding parenting skills, family problems, economic stressors, parent/child relationships, and community connectedness. Work toward keeping children safe in their home and the community	Case Plan- Written report detailing specific family treatment objectives and outcomes including target dates.  Discharge Summary- Written summary following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendations for family.	Service included in monthly rate.
9	Participating in ongoing trainings and being responsible for following quality standards for family strengthening and support and trauma-informed care	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
10	Participating in state meetings and trainings with the approval of Contractor supervisor in order to implement new and ongoing rules and regulations	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
11	Providing advocacy to entities involved with referred families, including but not limited to welfare and public	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly	Service included in monthly rate.

	benefit agencies, landlords, and educational entities	outcome reports and utilization reviews.	
12	Board of County Commissioners Report	Contractor will provide a report (in Microsoft Word), suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than July 7, 2025 and must include: 1) Summary of services provided, 2) Number of clients served, 3) How service delivery was approached, and 4) Any additional data or information relevant to the services provided	Service included in monthly rate.

## Attachment A2

# FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENET PROGRAM PARTICIPANTS

The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

690 Kipling Street  
Denver, CO 80215  
(303) 239-4201 | [www.colorado.gov/cbi](http://www.colorado.gov/cbi)

### Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	<a href="https://enroll.identogo.com/workflow/25YR99">https://enroll.identogo.com/workflow/25YR99</a>	\$39.50 CBI fee + \$10.00 IdentoGo fee	25YR99	Visit <a href="https://enroll.identogo.com/workflow/25YR99/hardcard/his">https://enroll.identogo.com/workflow/25YR99/hardcard/his</a> for instructions.
Colorado Fingerprinting	<a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>	\$39.50 CBI fee + \$10.00 Colorado Fingerprinting fee	None	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16 <sup>th</sup> St, 8 <sup>th</sup> Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- Fingerprints and CABS: <https://www.colorado.gov/pacific/cbi/employment-background-checks>
- Vendor Management Program: <https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program>

700 Kipling Street Suite 1000, Lakewood, CO 80215 [cdpsweb.state.co.us](http://cdpsweb.state.co.us)  
Jared Polis, Governor | Stan Hilkey, Executive Director



**EXHIBIT B**  
**SCOPE OF SERVICES AGREEMENT 2025-2026**  
**MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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 June \_\_\_\_, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit B1, 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 Sixty Thousand Dollars (\$60,000.00) for the Term. Payment terms are as described in Exhibit B2. 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 B1, the Contractor attests by virtue of executing this Scope of Services Agreement 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.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on July 1, 2025 and terminate at 11:59 p.m. on July 1, 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.

**MANNA RESOURCE CENTER**

**BY:** \_\_\_\_\_  
Erin White, Director

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

## **Exhibit B1**

Contractor agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

Contractor will provide services for Temporary Assistance for Needy Families (TANF) eligible pregnant individuals and families as outlined herein. The TANF program permits the use of federal funds as long as they relate to one or more of the four federal purposes:

1. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
3. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

The Department determined these services at least meet TANF purposes 1 & 2 above. This is considered a "non-emergency" service for the purposes of TANF eligibility, and Contractor will use the Affidavit in Attachment B2.

TANF eligibility for this Exhibit is as follows:

1. The household has gross annual income of under \$75,000,
2. The household has a dependent child under 18, and
3. Everyone 18 years or older must be U.S. citizens or lawfully present.

Contractor may provide the services described within this Exhibit and Attachment B1 to TANF eligible Douglas County families. The offer or receipt of services can never be contingent upon any participation in the church, donation to the church, or any proselytization; all client activities connected to the church must be voluntary and not a condition of receipt of these services.

Contractor will:

1. Notify anyone who is or may be eligible for these services but objects to receiving services from a religious organization that he or she should contact the Department to verify eligibility and they will be able to receive a benefit of comparable value. The contractor will facilitate this contact in a timely manner; and
2. Ensure that all recipients of this benefit are notified via: 1) a posted flyer (See Attachment B3), and 2) using the Affidavit provided in Attachment B2.)

### **A. Conducting Business**

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. All client data must be sent via secure email, secure file transfer or US mail between the Department and Contractor.
- b. Notify the County in writing of any change in the persons authorized to bind this Contract.
- c. Contractor will meet with Department staff as needed to review contract performance, discuss new referral and coordination options, and other related items.



- d. Provide appropriately skilled, continuous supervision of staff and appropriate overall management.
- e. Not subcontract this work to any other entity.
- f. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested.
- g. These services and all work related to it will be provided at the Contractor's address listed in term 17. NOTICES of the Master Service Agreement (MSA). However, if during an emergency the Department and Contractor mutually agree that work can be completed from Contractor's staff home or other location, the requirements and expectations outlined herein remain in effect. If any clarifications or modifications are required, the agreement(s) will be outlined in a letter from the Department to the Contractor (both parties outlined in term 17. NOTICES of the MSA. The agreements outlined in said letter will immediately become an enforceable attachment to this Contract. If needed, multiple letters may be prepared. Any second or subsequent letter will identify what, if anything, remains in effect from the prior letter(s).

#### B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation. Contractor must receive the Department's mandatory reporter training.
- b. Abide by all applicable Federal, e.g., civil rights, HIPAA and Adam Walsh Act, and State laws, rules, and regulations.
- c. Contact the Department's Investigations Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.

#### C. Location of Services

- a. All services and related work shall be performed at 3900 Grace Boulevard, Highlands Ranch, CO 80126. Any proposed changes to this location must comply with Section A, Conducting Business, subsection (g) of this exhibit.

#### D. Client Financial Assistance

- a. Contactor may provide financial services as outlined below for any TANF eligible person or family as follows:
  - i. Non-emergency shelter assistance, e.g., rental or mortgage assistance, mobile home loan payments or lot fees
  - ii. Utility expenses, e.g., trash, water, electricity, natural gas
  - iii. Driver and vehicle expenses only to include:
    - 1) Driver's license fees,
    - 2) Vehicle registration (only if valid driver's license and ownership of the vehicle is verified), and
    - 3) Up to 6 months of car insurance (only if valid driver's license and ownership of the vehicle is verified and as long as it's paid in one installment).
  - iv. Transportation expenses only to include:
    - 1) car repair (up to \$2,000 and only if valid driver's license and ownership of the vehicle is verified),

- 2) emissions testing (only if valid driver's license and ownership of the vehicle is verified),
  - 3) tire purchases (up to \$1,000 and only if valid driver's license and ownership of the vehicle is verified), and
  - 4) gasoline gift cards, bus passes, taxi vouchers.
- v. If client assistance is sought that does not fall into categories i. thru iv., contractor will reach out to the Department for approval.
- b. Contractor is not limited to a family maximum but is encouraged to consider a family cap of \$3,000 so that available funding can be used across multiple families. Generally, payments will be made to the provider on behalf of clients, i.e., no direct payments to clients. However, direct payments to clients is permitted if the circumstances warrant it.
- c. Contractor may contact the County to discuss any requests not specifically mentioned in above that would assist the family with meeting one of the four federal purposes of TANF. The County will consider each request on a case-by-case basis, and if some other use is approved will provide written confirmation that outlines the use and any applicable cap or restrictions.
- d. Contractor will use the Affidavit in Attachment B2. If the Contractor later determines that a family falsely completed the Affidavit, the County will be contacted immediately to determine how costs already incurred will be managed. Contractor is only required to seek additional back-up verification if items noted on the Affidavit are believed to be inaccurate and will not be held responsible if the County later determines the Colorado Works Eligibility Affidavit to be falsely completed. If services have been provided in the past but the Affidavit is more than 12 months old, or if the Contractor is aware of any changes in household composition or income, then a new Affidavit must be obtained.
- e. Contractor will review and update the "TANF Partner Client Log" that resides on the Department's TANF Partner SharePoint site prior to issuing financial support to or on behalf of the client(s). If the client has received assistance consecutively in the three (3) prior months from this Contractor or any community partner, assistance shall not be provided with TANF funding for the fourth month.

#### E. Case Management

- a. Contractor will refer to Attachment A1

#### F. Staffing Requirements:

- a. Contractor's case management staff will have at least one (1) year of case management experience.
- b. Supervisory staff will have at least two (2) years of case management experience, and directly and exclusively supervised by Contractor.

#### G. Case Management Time

- i. Case Management provided under this Exhibit may not also be an invoiced and reimbursed expense covered by a separate contract with this Department. If requested, Contractor will provide within 30

calendar days of the request a sufficiently detailed accounting to the Department outlining how this expense is not also included in any payment made under a separate contract with this Department.

F. Reporting

- a. Contractor will refer to Exhibit B and Attachment B1.

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## Exhibit B2

### METHOD OF PAYMENT

1. The Contractor will accept any and all forms of payment. The Department will determine which funding stream(s) is appropriate for the services and may switch between funding streams if needed.
2. Rates outlined in Table 1 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid more than one time for the same service as outlined under the term Maximum Contract Liability in paragraph 3 of this agreement.

Table 1.

#	Services	Budget	
1	Exhibit B1	Client Financial Assistance	\$25,000.00
		Case Management	<u>\$35,000.00</u>
		Total	<b>\$60,000.00</b>
		Actual hours worked will be reimbursed at a flat rate of \$34.00 per hour up to this item's budget cap.	

3. 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.
4. In the event that any costs are shared by multiple clients, or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse the portion of the expense incurred for the execution of this Contract.
5. If the Contractor elects to simultaneously use any of the same staff members on this Contract and another contract with the Department, the Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
6. Invoices will be submitted monthly by the 15<sup>th</sup> of the month following the month in which the expense occurred except the invoice for June 2026 is due to the County by July 7, 2026 at noon. Invoices cannot include estimates or requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
7. Invoices and back-up documentation may only be posted to the Department's OneDrive contractor folder, or mailed to:

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

Contractor will email [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

- a. Contractor will submit a complete invoice and only complete invoices will be paid. If the invoice is not complete, the Department will reject the invoice by emailing the Contractor's Office Director and delete all documents from the OneDrive folder. The Contractor is responsible for reposting the correct and complete invoice once it is available.
- b. A complete invoice is defined as:
  - i. Invoice completed, printed off and signed;
  - ii. Complete invoices will include the required deliverable(s) listed in Attachment B1,
  - iii. All items listed in the Checklist below due that month:

#	Invoicing Requirements	Deliverable
1	Case Manager Expenses	Hours x Rate = Cost
2	Shelter Financial Assistance	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
3	Utility Financial Assistance	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
4	Transportation	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
5	Sales Tax	Dollar Amount
6	Monthly Report	Contractor will provide a monthly report. See Attachment B1 for report details.

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**Attachment B1**  
**SERVICES, DELIVERABLES AND SUBMISSION FREQUENCY**

Complete invoices will include the required deliverable(s) as defined in this Attachment B2. Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)	Rate & Unit
1	TANF eligibility determination	Contractor will determine TANF eligibility and maintain all documentation using the Affidavit, and valid id for adult household members.	See Attachment B2.	Monthly submission with invoice
2	Intake Assessment	If the minimum eligibility requirements are met, the adult(s) will be required to participate in an intake assessment with a case manager to determine the household's stability in various self-sufficiency and protective factors. Following this assessment, applicants will be either invited into the program, or provided referrals to community partners that are better able to provide assistance based on the family's needs.	Contractor will maintain all documentation.	Reference Exhibit B1
3	Care Plan	Applicants will work with their case manager to identify goals related to the domains that scored below the level of stability (score of 1 or 2 points on the Colorado Family Support Assessment or CFSA 2.0). The case manager will then create a "Care Plan" in empowOR where these goals will be documented. Each	Contractor will maintain all documentation.	Reference Exhibit B1

		Care Plan will have a maturity date that is 120 days from the date the Care Plan is created.		
4	Monthly Care Plan status meetings	<p>Once the Care Plan is established, the case manager meets regularly with the family, as often as necessary but no less than monthly, to review progress on their goals. The role of the case manager is to walk alongside the family as they work on their goals – encouraging action, celebrating successes and coaching through setbacks.</p> <p>The assessment tool can be used at any time to reassess the family’s situation but must be completed at least every 90 days. At the case manager’s discretion, the maturity date may be shortened or extended based on the circumstances.</p>	Contractor will maintain all documentation.	Reference Exhibit B1
5	Case Staffing	<p>Independent of conversations with the Client, internal case conferencing will be used to bring the collective wisdom of the case management team together to discuss challenges in case work and develop remediation strategies that promote the family’s success.</p> <p>Care Plan Reporting- Contractor will document whether or not each goal has been successfully completed by the maturity date of the Care Plan. For individual families and at the</p>	Contractor will maintain all documentation.	Reference Exhibit B1



		consolidated program level, empowOR reports can be generated to show the number and percentage of goals successfully achieved, and the incremental change in the household's assessment scores between the start and end dates of their Care Plans. Case managers may also enter case notes and action plans into the system in order to provide a narrative of the family's journey. Accompanying documentation, such as pay stubs, rental agreements, and reference documents are also stored in the data management system.		
6	Financial Assistance	Contractor may provide financial services as outlined in Exhibit A. SCOPE OF SERVICES, D. Client Financial Assistance.	TANF Affidavits- Contractor will provide TANF affidavits for all household members 18 and over.  Financial Assistance Documentation- Contractor will provide proof of the expense, proof of payment and a copy of the ID for all adult household members.	Financial Assistance Documentation provided at the time of monthly invoice.
7	Goal Tracking	Contractor must identify at least one goal to be quantifiably measured throughout the contract term.	Written correspondence to the Department identifying at least one goal to be quantifiably measured throughout the contract term.	Due at the time of first invoice submission of this contract term and no later than August 15, 2025
8	Monthly Report	Contractor will provide a monthly report (in Microsoft Word), suitable for distribution.	Report must include: 1) Summary of services provided, 2) Number of clients served,	The report is due no later than the 15 <sup>th</sup> of each

		No client identifying information may be used.	3) How funds were used.	month upon submission of the monthly invoice
9	Board of County Commissioners Report	Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than July 7, 2026, and must include: 1) Summary of services provided, 2) Number of clients served, 3) How service delivery was approached, and 4) How funds were used 5) Identification of all TANF purposes met 6) At least one quantifiable measure related to the goal identified in #7 7) Any additional qualitative goals, measures or information relevant to the services provided.	Contractor will provide a report (in Microsoft Word), suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used.	Report is due no later than July 7, 2026

**Attachment B2**  
**COLORADO WORKS ELIGIBILITY AFFIDAVIT**

The following notice must be continuously posted in a location reasonably visible to clients who will be seeking the services outlined in this contract.

The Douglas County Department of Human Services (Department) partners with Manna Resource Center to reimburse them for expenses paid on behalf of families that meet specific criteria: 1) Douglas County residents, 2) dependent child under 18 in the home, 3) adults and children 18 and over are U.S. citizens or lawfully present, and 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Manna Resource Center must provide a completed Affidavit for potentially reimbursable expenses. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.

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## Colorado Works Eligibility Affidavit

### Receipt of Colorado Works (TANF):

\_\_\_\_\_ I am currently receiving Colorado Works (TANF) Basic Cash Assistance  
\_\_\_\_\_ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance  
from any Colorado County

### Residency in the United State (Please check one box below):

\_\_\_\_\_ I am citizen of the United States, or  
\_\_\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_\_\_ I can verify lawful presence in the United States, pursuant to state law, or  
\_\_\_\_\_ None of the above

### Family Income (Income from all family members living at your address who are 18 and over):

\_\_\_\_\_ Less than \$75,000/year  
\_\_\_\_\_ Greater than \$75,000/year

### Family:

# of adult (18 and over) members in household \_\_\_\_\_  
# of children (under age 18) \_\_\_\_\_  
# of biological or legally adopted children (under age 18) who do not live in your house \_\_\_\_\_

### Race/Ethnicity (Optional):

White \_\_\_\_\_ Black/African American \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_ Asian \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Other: (Please specify) \_\_\_\_\_

**Ethnicity (Optional):** Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

## AFFIDAVIT

I, \_\_\_\_\_, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

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

The Douglas County Department of Human Services (Department) partners with Manna Resource Center to reimburse them for expenses paid on behalf of families that meet specific criteria:

- 1) Douglas County residents,
- 2) dependent child under 18 in the home,
- 3) adults and children 18 and over are U.S. citizens or lawfully present, and
- 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Manna Resource Center must provide this completed Affidavit for potentially reimbursable expenses. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.

## **Attachment B3**

### **CHARITABLE CHOICE NOTICE**

The following notice must be: 1) continuously posted in a location reasonably visible to clients who will be seeking financial services outlined in this contract, and 2) posted during the TANF eligibility sample survey period outlined in this contract.

The Douglas County Department of Human Services (Department) partners with Church of the Rock to provide meals to families that meet specific criteria: 1) Douglas County residents, 2) dependent child under 18 in the home, 3) adults or children 18 and over are U.S. citizens or lawfully present, and 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Church of the Rock periodically conducts a survey of all individuals who wish to receive the prepared meal. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

#### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at

least as broad as ISO Form ISO CG 20 01 04 13 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

**Notice of Cancellation.** 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](mailto: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.

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**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Nicole Adams

**DESCRIPTION:** Intergovernmental Agreement Between Jefferson, Arapahoe, and Douglas Counties - Collaborative Foster Care Program in the Amount of \$120,000.00.

**SUMMARY:** The Collaborative Foster Care Program (CFCP) was established in August 2008 by Arapahoe and Jefferson Counties, with Douglas County joining in July 2012. The program aims to enhance foster care outcomes by combining best practices across the three counties. It provides temporary care for children and youth who have experienced abuse or neglect and require out-of-home placement when a relative, kinship, or kin-like placement is not available. CFCP is jointly staffed by Arapahoe, Douglas, and Jefferson Counties, which collectively manage the recruitment, training, certification, retention, and oversight of licensed foster and kinship foster homes. Douglas County's contribution to the shared program costs is \$120,000.00 (representing 10.8% of the total), based on its level of program utilization.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/5/2025
Jeff Garcia	Escalated	6/12/2025
Amy Williams	Escalated	6/13/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- IGA- Collaborative Foster Care Program (CFCP) 25-26

**INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES; DOUGLAS COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILD WELFARE; AND JEFFERSON COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH, FAMILIES AND ADULT PROTECTION**

**COLLABORATIVE FOSTER CARE PROGRAM (“CFCP”)**

This Intergovernmental Agreement (“Agreement”), dated for reference purposes only July 1, 2025, is made by and between the Boards of County Commissioners of Arapahoe County, Colorado (“Arapahoe County”), Douglas County, Colorado (“Douglas County”) and Jefferson County, Colorado (“Jefferson County”).

**WITNESSETH:**

**WHEREAS**, the Division of Child and Adult Protection for Arapahoe County, the Division of Child Welfare for Douglas County and the Division of Children, Youth, Families and Adult Protection for Jefferson County currently provide foster care services to children in need of out of home placement in Arapahoe, Douglas and Jefferson Counties.

**WHEREAS**, the CFCP has been established through a partnership between the three Counties in an effort to improve and expand foster and foster-to-adopt services to children of the three Counties in need of out-of-home care and to the foster families who provide such care.

**WHEREAS**, the CFCP desires to provide to children in the three Counties the highest quality foster care services and to improve outcomes for children in need of foster care including increased reunification with family, decreased length of time spent in out-of-home care, stabilization through reduced number of placement changes and decreased recidivism into the child welfare system. Through service expansion, access to foster care will be improved and children will be able to remain closer to their biological families and communities when appropriate. The goals also are to decrease reliance on private foster care networks, improve local control over program components and operations and decrease duplicated efforts in recruitment, training, retention and support activities and costs related to foster care.

**WHEREAS**, the Counties desire to bring consistency to rates paid for foster care services; to decrease Caseworker travel time and associated costs; to focus recruitment, training and retention on specialized foster care for children with special needs including medical fragility, developmental disabilities, sexual offending behaviors, and mental health needs; and to diversify resources and services.

**WHEREAS**, the Counties have the authority to enter into intergovernmental agreements pursuant to Section 29-1-203, C.R.S.

**NOW THEREFORE, IN CONSIDERATION** of the covenants and agreements below appearing, the parties agree as follows:

## **I. SERVICES AND AGREEMENTS**

Those who will be served include children and youth ages birth through twenty-one (0-21) years who are in need of foster care services as determined by each County's Department of Human Services ("Partnership Department").

Each Partnership Department shall share in the overall management of the program. Each current and future staff person of the CFCEP shall remain employees of her/his respective County. Each County shall be responsible for financial costs, training, and personnel rules for its own employees. These include, without limitation, funding for salaries and benefits, worker compensation coverage for each County's respective employees, equipment and other costs. Each employee shall adhere to his/her own County's policies and procedures. Co-supervision may occur for employees. Each employee shall adhere to the computing standards or policies of the network on which the employee is working. Each County shall be responsible for the actions of its own employees that occur within the course and scope of her/his employment and shall not be responsible for the actions of the employees of the other Counties.

The CFCEP and staff assigned to the CFCEP shall be located at Arapahoe Plaza, 1690 Littleton Boulevard, Littleton, Colorado, in Arapahoe County, Colorado. Arapahoe County shall provide reasonable workspace but is not responsible for any workplace injuries or illnesses of Douglas County or Jefferson County employees that result from or are alleged to result from use of such facility and/or equipment provided.

Each Partnership Department shall be responsible for maintaining its kin/relative resources and support mechanisms.

Each Partnership Department shall be responsible for institutional investigations within its jurisdiction with a designed information sharing and collaborative process.

All home studies shall be contracted out by Jefferson County on behalf of the CFCEP. All expenditures incurred through the contract shall be shared by each Partnership Department in the amount of fifty-six and seven tenths percent (56.7%) for Arapahoe County, thirty-two and five tenths percent (32.5%) for Jefferson County and ten and eight tenths percent (10.8%) for Douglas County, with the ability to adjust these costs based on utilization rate and mutual agreement.

## **II. JEFFERSON COUNTY HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH, FAMILIES AND ADULT PROTECTION SHALL:**

- A. Provide at least one (1) FTE Caseworker Supervisor;
- B. Provide at least one (1) part time Program Manager;
- C. Provide full time employees sufficient to meet casework needs;
- D. Provide an established data system;
- E. Provide financial resources to sufficiently support programmatic functions;

F. Provide the following in-kinds:

1. Information technology support

- a) Continued development of an integrated data management system and website, including hosting the website on the Jefferson County server;
- b) Ongoing technical support of the integrated data management system; and
- c) Jefferson County staff, approximately fifteen (15) hours per month valued at approximately Twelve Thousand Four Hundred and Seventy-Eight Dollars (\$12,478.00) annually.

2. Business/Finance office support

- a) Management of daily operational financing for the program;
- b) Jefferson County staff, approximately ten (10) hours per month valued at approximately Nine Thousand Three Hundred and Eighty-Eight Dollars (\$9,388.00) annually; and
- c) Use of the Jefferson County Human Services Building for CFCP meetings, conferences, visitation and staffings.

**III. ARAPAHOE COUNTY HUMAN SERVICES, CHILDREN, YOUTH AND FAMILY SERVICES SHALL:**

A. Provide at least two (2) FTE Caseworker Supervisors;

B. Provide full-time employees sufficient to meet casework needs;

C. Provide financial resources to sufficiently support programmatic functions;

D. Provide workspace at Arapahoe Plaza for all employees participating in the CFCP;

E. Provide the following in-kinds:

- 1. Approximately one thousand one hundred and twenty (1,120) square feet of workspace, valued at approximately at Fourteen and 25/100 Dollars (\$14.25) per square foot and Fifteen Thousand Nine Hundred and Sixty Dollars (\$15,960.00) per year, at Arapahoe Plaza for Jefferson County and Douglas County staff assigned to the CFCP;
- 2. One (1) Full-time Program Administrator on site to provide daily oversight and supervision; and
- 3. Use of the Arapahoe County Human Services Buildings for meetings, conferences, visitation and staffing.

**IV. DOUGLAS COUNTY HUMAN SERVICES, DIVISION OF CHILD WELFARE SHALL:**

- A. Provide at least One (1) FTE Supervisor, one (1) FTE Caseworker, one (1) .15 FTE Program Administrator valued at approximately Twenty-Five Thousand One Hundred Fifty and 00/100 Dollars (\$25,150.00) positions and any additional employees to sufficiently meet casework needs;
- B. Provide adequate Caseworker supervision to support casework needs;
- C. Provide the following in-kinds:
  - 1. Use of the Douglas County Human Services facility for meetings, conferences, visitations and staffings; and
  - 2. Additional staff, as needed, to support the CFCP functions to include program management oversight, contract management, clerical and finance support.

**V. REFERRALS**

All referrals for foster care placement from each Partnership Department shall be handled by an employee assigned to the CFCP, regardless of the County of origin.

Program staff shall establish a rotation for referrals regardless of the County of origin.

**VI. UTILIZATION REVIEW**

Representatives of each Partnership Department shall meet on a regular basis to address systemic and programmatic issues.

**VII. INFORMATION TECHNOLOGY**

The Partnership Departments shall work to develop an integrated data management system to track key data elements for children/youth placed in County-certified foster care homes through this Agreement as follows:

Arapahoe County Information Technology shall provide the following for the Jefferson County Human Services and Douglas County Human Services co-located staff:

- A. Necessary security accounts to allow co-located staff access to Arapahoe County Government (ACG) Co-Location Network for:
  - 1. Internet connectivity to Jefferson and Douglas County's VPN and Web email;
  - 2. Network printing; and
  - 3. Integrated Care Management application (ICM).
- B. Data and telephone connectivity;

- C. Telephone equipment;
- D. 1<sup>st</sup> & 2<sup>nd</sup> level service desk support and connectivity support (excluding re-image).

Jefferson County shall provide the following.

- A. Necessary security accounts and configuration to allow Jefferson County Human Services (co-located) staff access to:
  - 1. VPN,
  - 2. Children Youth, Families and Adult Protection Application Timesaver (CAT) application,
  - 3. Outlook email,
  - 4. Shared network drive folder for staff assigned to the CFCP.
- B. Hardware necessary for co-located Jefferson County staff (laptops, docking stations, power supplies, and printer);
- C. Hardware support (repairs and replacement);
- D. Software support (VPN client, laptop operating system, and virus protection);
- E. Co-located Jefferson County Human Services staff will agree to and sign the ACG computing standards. Failure to adhere to standards could result in termination of services.

Douglas County shall provide the following:

- A. Necessary security accounts and configuration to allow Douglas County Human Services (co-located) staff access to:
  - 1. Web-based database systems,
  - 2. Children Youth and Families Application Timesaver (CAT) application,
  - 3. Outlook email.
- B. Co-located Douglas County staff necessary hardware (laptops, docking stations, power supplies, and printer);
- C. Hardware support (repairs and replacement);
- D. Software support (VPN client, laptop operating system, and virus protection);
- E. Co-located Douglas County Human Services staff will agree to and sign the ACG computing standards. Failure to adhere to standards could result in termination of services.

The chosen technical option for the CFCP program is as follows: CFCP assigned staff will access the Jefferson County CAT application via the Jefferson County VPN and will access the Arapahoe County ICM application via an Arapahoe Local Account Network (LAN) connection, configured

for Jefferson County and Douglas County employees.

The employees of each County will adhere to the Computing Standards or policies of the County Network the employee uses. For example, any employee that uses the Arapahoe County Network will adhere to the Arapahoe County Computing Standards.

The parties recognize that problems may arise with the use, utility or coordination of the networks, as this program ensues. The parties agree to cooperate with each other to resolve any problems that develop. If incompatibilities arise, the parties will attempt to resolve those incompatibilities, but if they cannot be resolved reasonably, any party may terminate this Agreement pursuant to Paragraph IX.

## **VIII. PAYMENT TERMS**

Each Partnership Department shall be responsible for the payment of all its respective County employees assigned to the CFCP. Operational costs may be combined to provide for daily operational expenses through combined funding sources managed by Arapahoe, Jefferson or Douglas Counties and invoiced accordingly to the collaborative partners and with the contracted financial splits.

## **IX. TERM**

This Agreement shall commence July 1, 2025, and shall continue for one (1) year, or until earlier terminated.

Any party may terminate this Agreement by giving the other parties not less than sixty (60) days prior written notice.

Upon termination of this Agreement, Douglas County and Jefferson County co-located staff will vacate Arapahoe County building space within thirty (30) days of the date of termination, and all collaborative functions of the program shall cease.

## **X. LIABILITY**

Since the CFCP is not a legal entity, any legal issues, including civil liability, must be resolved by mutual cooperation and agreement of the Counties. Each County shall retain control over any notice of claim, demand for payment, or other legal issue that arises out of the action of that County's employee. Each County shall be responsible for the actions and omissions of its own employees, officers, and agents to the extent provided by law, including, but not limited to, the monetary limitations and all other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq. No County, by reason of this Agreement, is authorized or obligated to defend or indemnify the other Counties or any other person or entity. No relationship of agency, joint venture, partnership or employment is created by this Agreement.

## **XI. MISCELLANEOUS**

Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability



of any other provision, to the extent that performance of the obligations of the parties may still be accomplished within the intent of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties for the term set forth in Paragraph IX, and supersedes any prior agreement or understanding, relating to the subject matter of this Agreement.

Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by all parties hereto.

Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

Notices. All notices by one party to another required under this Agreement shall be in writing and served personally or sent by certified mail, return receipt requested, postage prepaid, and addressed as provided below.

If the notice is to Arapahoe County Department of Human Services, the address shall be as follows:

Arapahoe County Department of Human Services  
Financial & Administrative Services  
14980 East Alameda Drive  
Aurora, Colorado 80166

With Copy To: Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80166

If notice is sent to Jefferson County Department of Human Services, the address shall be as follows:

Jefferson County Department of Human Services  
900 Jefferson County Parkway  
Golden, Colorado 80401

With Copy To: Jefferson County Attorney  
100 Jefferson County Parkway, Suite 5500  
Golden, Colorado 80419

If notice is sent to Douglas County Department of Human Services, the address shall be as follows:

Douglas County Department of Human Services  
4400 Castleton Court  
Castle Rock, CO 80109

With Copy To: Douglas County Attorney  
100 Third Street  
Castle Rock, CO 80104

**IN WITNESS WHEREOF**, the parties have caused this Collaborative Foster Care Program Intergovernmental Agreement to be executed by their duly authorized representatives, effective as of July 1, 2025.

<b>County:</b>  JEFFERSON COUNTY	<b>County:</b>  ARAPAHOE COUNTY																				
<table border="0"> <tr> <td>Signature</td><td>Date</td></tr> <tr> <td colspan="2">Name: Mary C. Berg</td></tr> <tr> <td colspan="2">Title: Executive Director, Jefferson County Department of Human Services</td></tr> <tr> <td colspan="2">Address: Jefferson County Department of Human Services 900 Jefferson County Parkway Golden, Colorado 80401</td></tr> <tr> <td colspan="2">With Copy To: Jefferson County Attorney 100 Jefferson County Parkway, Suite 5500 Golden, Colorado 80419</td></tr> </table>	Signature	Date	Name: Mary C. Berg		Title: Executive Director, Jefferson County Department of Human Services		Address: Jefferson County Department of Human Services 900 Jefferson County Parkway Golden, Colorado 80401		With Copy To: Jefferson County Attorney 100 Jefferson County Parkway, Suite 5500 Golden, Colorado 80419		<table border="0"> <tr> <td>Signature</td><td>Date</td></tr> <tr> <td colspan="2">Name: Dan Makelky</td></tr> <tr> <td colspan="2">Title: Director, Arapahoe County Department of Human Services</td></tr> <tr> <td colspan="2">Address: Arapahoe County Department of Human Services Financial &amp; Administrative Services 14980 East Alameda Drive Aurora, Colorado 80166</td></tr> <tr> <td colspan="2">With Copy To: Arapahoe County Attorney 5334 South Prince Street Littleton, Colorado 80166</td></tr> </table>	Signature	Date	Name: Dan Makelky		Title: Director, Arapahoe County Department of Human Services		Address: Arapahoe County Department of Human Services Financial & Administrative Services 14980 East Alameda Drive Aurora, Colorado 80166		With Copy To: Arapahoe County Attorney 5334 South Prince Street Littleton, Colorado 80166	
Signature	Date																				
Name: Mary C. Berg																					
Title: Executive Director, Jefferson County Department of Human Services																					
Address: Jefferson County Department of Human Services 900 Jefferson County Parkway Golden, Colorado 80401																					
With Copy To: Jefferson County Attorney 100 Jefferson County Parkway, Suite 5500 Golden, Colorado 80419																					
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With Copy To: Arapahoe County Attorney 5334 South Prince Street Littleton, Colorado 80166																					

<p><b>County:</b></p> <p>DOUGLAS COUNTY</p> <hr/> <p>Signature                      Date</p> <p>Name: Ruby Richards</p> <p>Title: Director, Douglas County Department of Human Services</p> <p>Address: Douglas County Department of Human Services 4400 Castleton Court Castle Rock, Co 80109</p> <p>With Copy To: Douglas County Attorney 100 Third Street, Castle Rock, CO 80104</p>	
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COUNTY OF JEFFERSON,  
STATE OF COLORADO

By \_\_\_\_\_  
Joseph M. Kerby  
County Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF JEFFERSON    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, by Joseph M. Kerby, County Manager, County of Jefferson.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jean R. Biondi  
Assistant County Attorney

ATTEST:

COUNTY OF DOUGLAS  
STATE OF COLORADO

By \_\_\_\_\_  
Deputy Clerk & Recorder

By \_\_\_\_\_  
Abe Laydon, Chair  
Board of County Commissioners

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Abe Laydon, as Chair, Board of County Commissioners, County of Douglas, State of Colorado.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_

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

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**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Nicole Adams

**DESCRIPTION:** Contract with Advocates for Children on behalf of the Douglas County Collaborative Management Program for CMP Staff in the Amount of \$242,000.00.

**SUMMARY:** The Department of Human Services (Department) serves as the fiscal agent for the Douglas County Collaborative Management Program (CMP), and the Department is authorized to enter into agreements on the CMP's behalf as the fiscal agent. Advocates for Children is also a CMP member and is the employer of record for two staff positions that support CMP cases/clients. This contract allows the Department to reimburse Advocates for Children for their staff expenses using CMP funds.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- PCS- Advocates for Children 25-26

**MASTER SERVICES AGREEMENT (MSA)  
ADVOCATES FOR CHILDREN**

**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 **ADVOCATES FOR CHILDREN**, 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 Douglas County Collaborative Management Program (CMP) members mutually agreed that one of the members would be the employer of record for this staff position and Advocates for Children (CASA) presented the CMP’s Interagency Oversight Group (IOG) a letter of intent to serve as the employer of record.

**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](mailto: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:

Josefina Milliner, Executive Director  
Advocates for Children  
16965 Pine Lane, Suite #120  
Parker, Colorado 80134  
[josefina\\_milliner@adv4children.org](mailto:josefina_milliner@adv4children.org)  
Phone: (303) 328-2349

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:

- 1<sup>st</sup> This Agreement, Sections 1 through 36
- 2<sup>nd</sup> Exhibit A - SOSA and subsequent agreements and amendments  
(inclusive of Exhibit 1- Exhibit 5)
- 3<sup>rd</sup> Exhibit B – Insurance

**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.

# ADVOCATES FOR CHILDREN

**BY:** \_\_\_\_\_  
Josefina Milliner, Executive Director

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      **SS.**

**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**  
**ADVOCATES FOR CHILDREN**

**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 **ADVOCATES FOR CHILDREN**, 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 June \_\_\_\_, 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 and Forty-Two Thousand Dollars (\$242,000.00) 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 Scope of Services Agreement 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.



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 July 1, 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.

**ADVOCATES FOR CHILDREN**

**BY:** \_\_\_\_\_  
Josefina Milliner, Executive Director

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

## **Exhibit 1**

The Douglas County Department of Human Services (Department) serves as the fiscal agent for the Douglas County Collaborative Management Program (CMP). The Department and Advocates for Children (Contractor) are both current members of the CMP's Interagency Oversight Group (IOG). In the fall of 2021, the IOG agreed to have one of the members be the employer of record for a newly created support staff position outlined herein, and Contractor agreed to assume that role. Contractor will hire a support position to work with clients and families involved with the CMP.

In early 2022, the IOG agreed to transfer the existing full-time Program Coordinator position from the Department to the Contractor. As of March 31, 2022, Contractor will be the employer of record for that position as well.

Nothing in this Contract transfers or modifies the employer/employee relationship that exists between Contractor and the support staff assigned to complete work under this Contract.

Contractor agrees to provide service(s) outlined herein for the CMP and will submit invoices for reimbursement to the Department. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the IOG's 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. Support Staff Duties and Deliverables
- a. The job description in Attachment A1 outlines the support staff person's duties, experience and qualifications.
  - b. As recruitment begins (and should additional recruitment be needed during the course of this Contract), minor reasonable modifications may be made but no substantial changes may be made without prior IOG approval.
  - c. Substantial changes will require an Amendment or be documented in the IOG's meeting minutes specifying what changes will be made.

5. Program Manager Duties and Deliverables

- a. The job description is Attachment A2 outlines the support staff person's duties, experience and qualifications.
- b. As recruitment begins (and should additional recruitment be needed during the course of this Contract), minor reasonable modifications may be made but no substantial changes may be made without prior IOG approval.
- c. The IOG and Contractor may mutually agree to add, edit or amend the job description as needed during the course of the contract. Substantial changes will require an Amendment or be documented in the IOG's meeting minutes specifying what changes will be made.

6. Staff Equipment and Space

- a. Contractor will provide both staff a computer, and reasonable work equipment and supplies.
- b. Contractor will provide both staff reasonable workspace at its location. Either staff may use Department hotel cubes as available and as reserved by staff.

During the course of this Contract, the Department will:

1. Use appropriate funding streams,
2. Monitor expenditures and identify any concerns to the IOG,
3. Coordinate payment with Contractor and County Finance, and
4. Provide staff access to Colorado's Child Welfare computer system (Trails), Colorado courts database access, Douglas County email, and any Department and/or CMP network access needed.

During the course of this Contract, the IOG will:

1. Monitor both staff's work and provide feedback and direction as appropriate,
2. Provide any on the job training, guidance or resources as appropriate, and
3. Schedule meetings with Contractor as needed.

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**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. Rates outlined Table 1 constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs. Contractor will not be paid more than one time for the same service as outlined in 4. MAXIMUM CONTRACT EXPENDITURE. Contractor will notify the Department if any grant or other funding becomes available to cover any expense outlined in Table 1. Contractor will provide information to the Department as to what expense(s) are covered by the grant or other funding, and may not also invoice the Department for the same expense(s).
3. 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.
4. Invoices must be submitted by the 15<sup>th</sup> 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.
5. 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.**
6. Invoices and back-up documentation may only be sent via:
  - a) secure email to [HSAccounting@douglas.co.us](mailto:HSAccounting@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 [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

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### EXHIBIT 3 SERVICES

Funds may be spent on program costs and expenses listed below, not to exceed Maximum Contract Expenditure in paragraph 4 of the Contract.

#	Services
1	<p>Salary (Youth and Family Engagement Liaison is non-exempt); payroll periods are the 1<sup>st</sup> and 16<sup>th</sup> of the month; all paid time will be reimbursed, e.g., sick, vacation, holiday per Contractor's personnel policies or procedures)</p> <p>This is a variable cost. Contractor will submit back-up documentation, e.g., payroll register, that verifies the expense for each payroll period.</p>
2	<p>Salary (Collaborative Management Program Manager) is exempt; payroll periods are the 1<sup>st</sup> and 16<sup>th</sup> of the month; all paid time will be reimbursed, e.g., sick, vacation, holiday per Contractor's personnel policies or procedures)</p> <p>Program Manager will be paid the same amount semi-monthly. This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
3	<p>Support Staff and Program Manager Benefits (inclusive of FICA, Social Security, Medicare, liability insurance, unemployment insurance, Workers Compensation, retirement contribution and health insurance)</p> <p>This is a variable cost based on each pay period's salary cost. Contractor will submit back-up documentation, e.g., payroll register, that verifies the expense.</p>
4	Collateral- brochures, website content, or other educational materials supporting programming
5	<p>Cell phone stipend (incumbents will use their personal cell phone and receive a monthly payment as allowed per Contractor's personnel policies or procedures)</p> <p>This is a fixed cost. No back-up documentation is required since this is the amount provided per Contractor's personnel policies or procedures.</p>
6	<p>Laptop, docking station, two monitors, and any ancillary related items, e.g., keyboard, mouse, laptop stand</p> <p>These are one-time cost for reimbursement. Back-up documentation is required for reimbursement.</p>
7	<p>Mileage (reimbursed at the prevailing federal mileage rate)</p> <p>This is reimbursed for actual costs incurred. Back-up documentation required for reimbursement.</p>



8	<p>Training and Conferences</p> <p>This is reimbursed for actual costs incurred. Back-up documentation required for reimbursement.</p>
9	<p>Indirect or overhead (inclusive of office space, IT support which is a purchased service, and office manager's time all of which are pro-rated percentage of all Contractor's staff)</p> <p>This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
10	<p>Supervisor's time</p> <p>This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
	<p>Programming Expenses</p> <p>Programming expenses include Flex Funds, Connections, All Health Co-Responder, Education Resource Programming, Truancy Position, and Expansion of Manna Resource Center. This is a variable cost. Contractor will submit back-up documentation.</p>

(Remainder of Page Intentionally Blank)

## **EXHIBIT 4**

### **JOB DESCRIPTION – YOUTH FAMILY ENGAGEMENT LIASON**

Advocates for Children CASA is a 501 (c)(3) non-profit organization that works to make sure that all children dream, thrive, and grow with a sense of belonging and empowerment to build a successful future. Our organization recruits, trains, and supports community volunteers who advocate for children who have open dependency & neglect cases, truancy cases, juvenile delinquency cases, need additional education advocacy, or are an adolescent that may need some additional support. Our compassionate Court Appointed Special Advocates, tutors, and mentors speak up for these children's best interests.

The Douglas County Collaborative Management Program (DCCMP) Support Specialist will directly support the DCCMP Coordinator with DCCMP Facilitated Meetings to include Family and Engagement Services (FACES) meetings, Strategic Planning Family Meetings (SPFMs), A2D Family Meetings, and other DCCMP facilitated meetings as they are developed.

**Reports to:** Routine supervision for this position will be provided by the Employer of Record (Advocates for Children CASA) and the DCCMP Executive Committee. This position requires bi-monthly supervision meetings with the Advocates for Children CASA supervisor, and quarterly supervision with the DCCMP Executive Committee. Salary, benefits, and human resources will be provided by Advocates for Children CASA. Advocates for Children CASA will be a member of the DCCMP Interagency Oversight Group (IOG) Executive Committee and will be kept informed of this position's performance. This position will receive training from the DCCMP Coordinator.

**Salary:** \$61,818.00

**Hours:** This is a 40-hour/week position. Hours will be generally Monday-Friday during the hours of 8am-5pm, with occasionally night and weekend hours during outreach events, volunteer trainings and agency events. This position will be based out of the Advocates of Children CASA office located at 16965 Pine Lane, Suite #120, Parker, Colorado 80134, with the option of co-locating at partnering IOG member offices.

**Transportation:** A valid driver's license, personal transportation, and proof of insurance is required for this position. Must have the ability and willingness to perform local job-related travel.

**Description of Duties:** (The following examples are illustrative only and are not intended to be all-inclusive.)

- DCCMP Facilitated Meetings
  - Pre-meeting correspondence (availability questions, scheduling, calendar invites, distribution of documents)
  - Facilitation of family meetings
  - Support to the CMP Coordinator during professional meetings

- Post-meeting correspondence (distribution of case plans, provides resources, etc.)
  - Participation in meeting process workgroups
  - Data entry as it relates to facilitated meetings.
- Performs other duties as assigned by the DCCMP Executive Committee and/or the Employer of Record that promote the mission of the DCCMP.

### **Independent Judgment:**

This position requires a moderate level of independent judgement regarding daily tasks such as communication with DCCMP Partners, data entry and meeting notifications. This position requires a high level of independent judgement when facilitating family meetings and providing resources to the community. This position depends on supervisory guidance and approval related to any programmatic changes or funding related inquiries.

### **Minimum Qualification Requirements:**

- This position requires a bachelor's degree in a human services or juvenile justice related field (Social Work, Psychology, Sociology, Criminology, etc.) as the scope of this work entails interacting with and providing services to professionals and community members in this field- inclusive of facilitating family meetings, professional meetings and providing resources.
- Two years of experience in Human Services related field.
- Preferred Qualifications: Bilingual (Spanish speaking preferred) and meeting facilitation experience preferred.

### **Skills and Experience:**

- Knowledge of/familiarity with laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and child welfare and juvenile justice systems and related practices.
- Knowledge of community resources. Understand goals and objectives of human services and juvenile justice.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Proficient in Microsoft Office Applications- Outlook, Word, Excel, PowerPoint. Proficient in data entry systems.
- Proficient in virtual meeting platforms.
- Requires good verbal and written communication skills.
- Requires good customer service skills.
- Experience bringing others together and trying to reconcile differences.
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
- Analyzing information and evaluating results to choose the best solution and solve problems.

- Ability to think creatively when solving problems.
- Ability to establish and maintain effective working relationships.
- Ability to be flexible with constant interruptions or requests.
- Ability to defuse tense situations and facilitate meetings through a strengths-based and solution-focused lens.
- Requires the ability to manage multiple tasks.
- The ability to combine pieces of information to form general rules or conclusions.

**Essential Qualities:**

- Encourages and practices critical thinking
- Is self-reflective and empathic
- Is committed to remaining current on research and best practice standards
- Recognizes the influence of workplace relationships on outcomes and results
- Maintains a respectful and accepting approach to others
- Awareness of the influence of the larger context on individual behavior
- Collaboratively and creatively supports the work efforts of families and colleagues at all levels
- Encourages and practices self-care
- Encourages and practices healthy professional boundaries
- Values ethical practice
- Honors commitments
- Practices blameless problem-solving

**Applying:**

- To apply, please send a cover letter, resume, and references to Victoria Raphael, Executive Assistant to the COO, at [one\\_casa@adv4children.org](mailto:one_casa@adv4children.org). No phone calls please.

## **EXHIBIT 5**

### **JOB DESCRIPTION – PROGRAM MANAGER**

Advocates for Children CASA is a 501 (c)(3) non-profit organization that works to make sure that all children dream, thrive, and grow with a sense of belonging and empowerment to build a successful future. Our organization recruits, trains, and supports community volunteers who advocate for children who have open dependency & neglect, truancy, or juvenile delinquency cases, need additional education advocacy, or an adolescent that may need some additional support. Our compassionate Court Appointed Special Advocates, tutors, and mentors advocate for these children's best interests.

The Douglas County Collaborative Management Program (DCCMP) Manager will provide case coordination, project and data management for the Douglas County HB1451 Collaborative Management Program. The DCCMP is charged with collaboratively serving Douglas County's children, youth, and families in an efficient and effective way by assisting each person to build upon their own individual and collective strengths, breaking down barriers and providing the right services at the right time, with the goal of autonomy within the family structure. The DCCMP Manager assists the CMP members as they work together to fill in the gaps in the service continuum, reduce duplication and fragmentation, and aid in the successful completion, or prevention of, system involvement. The intention is for the Douglas County Collaborative Management Program to become the hub of community-based resources and services, with a creative lens of support and hope for a better tomorrow. The DCCMP Manager will supervise the DCCMP Youth & Family Engagement Liaison and ensure the execution of Facilitated Meetings to include Family and Children's Engagement Services (FACES) meetings, 360 Meetings, The Resource Bed (TRB) Family Meetings, and other DCCMP facilitated meetings as they are developed. The DCCMP Manager works directly with the elected DCCMP executive committee and will support and manage the work of the DCCMP interagency oversight group (IOG), which is made up by members of the larger DCCMP community.

**Reports to:** Executive Director

**Salary (Non-Exempt):** \$38.46-40.87/hr (depending on relevant experience), which is equivalent to \$80,000-85,000/annually

**Benefits:** Vacation, Holiday Pay, Paid Time Off, 401(k), Medical Insurance and Dental Plan

**Hours:** This is a 40-hour/week position. Hours will be generally Monday-Friday during the hours of 8am-5pm, with occasional night and weekend hours during outreach events, volunteer trainings and agency events. This position will be based out of the Advocates of Children CASA office located at 16965 Pine Lane, Suite #120, Parker, Colorado 80134, with the co-locations at partnering CMP agencies.

**Transportation:** A valid driver's license, personal transportation, and proof of insurance is required for this position. Must have the ability and willingness to perform local job-related travel.

**Background Checks:** Background checks will be ran on finalists, with hiring contingent on return of clear background checks. Advocates for Children CASA reserves the right to refuse employment to individuals who have a criminal history, are on the National Sex Offender Registry or Government Watchlist, have been convicted of a DUI or DWAI within the past ten years or appear on the child abuse and neglect registry. Background checks are renewed every four years after hiring.

**Description of Duties:** (The following examples are illustrative only and are not intended to be all-inclusive.)

- Manage and facilitate Interagency Oversight Group (IOG) and its stakeholders, IOG Executive Committee and various workgroups.
- Facilitate the scheduling and execution of monthly Executive Committee meetings and bi-monthly (six times a year) full IOG meetings, in addition to an annual Strategic Planning Meeting.
- Annually complete or review a Memorandum of Understanding, IOG bylaws, IOG annual reports and maintain a database for all youth served within the fiscal year.
- Ensure maintenance and accuracy of CMP data and documents. The coordinator will collect and maintain data from internal CMP databases as well as applicable external CMP partnering agencies.
- Identify and pursue funding opportunities to sustain and expand CMP programs and services.
- Ensure CMP compliance with all programmatic, statutory and funding requirements.
- Membership and participation in Juvenile Services Planning Committee (JSPC) and Student Attendance Review Board (SARB) meetings. Participation may expand on an as needed basis to various community meetings for program development and monitoring.
- Manage funding requests which include blending funding and funding resources for families in need of services.
- Supervise and support the DCCMP Youth & Family Engagement Liaison and ensure the execution of the multi-disciplinary teams' process of assessment and treatment goal setting with clients and youth targeted through HB1451 and Crossover Youth Practice Model which take place during Facilitated Meetings, to include Family and Engagement Services (FACES) meetings, Strategic Planning Family Meetings (SPFMs), A2D Family Meetings, and other DCCMP facilitated meetings as they are developed.
- Support Youth & Family Engagement Liaison in ensuring referrals for CMP services and resources are processed referrals coming from any of the following systems: Mental Health, Department of Youth Services, Douglas County Department of Human Services, Juvenile Justice (including Pre-Trial and Probation), Douglas County Schools, or other systems as may be approved for inclusion.
- Coordinate with Youth & Family Engagement Liaison to provide case management and care coordination with providers of service including but not limited to family members, Human Services caseworkers, Probation Officers, CYDC staff, legal representatives,

school personnel, primary care physicians, and other mental health and community partners.

- Demonstrate strong customer service focus, effective communication and professionalism with children, youth and families, co-workers and outside personnel in order to provide high quality services and to enhance community relationships.
- Demonstrate initiative, organization, and flexibility. Work involves collaboration with Directors of Human Services, Probation, CYDC, School District, Judicial and CMP stakeholders.
- Interpret the needs of the volunteers and program, and present professional recommendations to Advocates for Children CASA & DCCMP Leadership.
- Devote time to professional development.
- Duties specifically relating to Advocates for Children CASA:
  - Follow all Advocates for Children CASA Policies and Procedures as applicable to this position, including those related to confidentiality, release of information and record keeping.
  - Attend regularly scheduled staff and internal program meetings.
  - Attend training introductions and swearing-in ceremonies for new volunteers, as well as all other events where staff presence is mandatory.
  - Assist with the planning and execution of additional program activities (i.e., holiday project, volunteer recognition, continuing education).
  - Adhere to office procedures, practices, expectations, and policies of the organization
  - Effectively implement all policies as adopted by the Board.
  - Communicates effectively and accurately to the Chief Operating Officer personal progress and needs on a regular basis.

### **Independent Judgment:**

This position requires a moderate level of independent judgement regarding daily tasks such as communication with DCCMP Partners, data entry and meeting notifications. This position requires a high level of independent judgement when facilitating family meetings and providing resources to the community.

### **Minimum Qualification Requirements:**

- This position requires a bachelor's degree in a human services or juvenile justice related field (Social Work, Psychology, Sociology, Criminology, etc.) as the scope of this work entails interacting with and providing services to professionals and community members in this field- inclusive of facilitating family meetings, professional meetings and providing resources.
- Two years of experience in Human Services related field.
- Preferred Qualifications: Bilingual (Spanish speaking preferred) and meeting facilitation experience preferred.
- Minimum of 21 years old

**Skills and Experience:**

- Knowledge of/familiarity with laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and child welfare and juvenile justice systems and related practices.
- Knowledge of community resources. Understand goals and objectives of human services and juvenile justice.
- Experience with grant writing and grant compliance and management.
- Proficient in Microsoft Office Applications- Outlook, Word, Excel, PowerPoint. Proficient in data entry systems.
- Proficient in virtual meeting platforms.
- Ability to communicate effectively both verbally and in writing
- Experience bringing others together and trying to reconcile differences.
- Gives full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
- Able to analyze information and evaluate results to choose the best solution and solve problems.
- Ability to think creatively when solving problems.
- Ability to establish and maintain effective working relationships.
- Ability to be flexible with constant interruptions or requests.
- Ability to defuse tense situations and facilitate meetings through a strengths-based and solution-focused lens.
- Requires the ability to manage multiple tasks.
- The ability to combine pieces of information to form general rules or conclusions.
- Capacity to work with people of diverse educational, professional, socioeconomic, and ethnic backgrounds
- Experience in creating and conducting presentations for large groups of professionals
- Excellent organizational skills
- Demonstrated ability to project a positive image and attitude

**Essential Qualities:**

- Encourages and practices critical thinking
- Is self-reflective and empathic
- Is committed to remaining current on research and best practice standards
- Recognizes the influence of workplace relationships on outcomes and results
- Maintains a respectful and accepting approach to others
- Awareness of the influence of the larger context on individual behavior
- Collaboratively and creatively supports the work efforts of families and colleagues at all levels
- Encourages and practices self-care
- Encourages and practices healthy professional boundaries



- Values ethical practice
- Honors commitments
- Practices blameless problem-solving

**Applying:**

- To apply, please send a cover letter, resume, and references to Victoria Raphael, Executive Assistant to the COO, at [one\\_casa@adv4children.org](mailto:one_casa@adv4children.org). No phone calls please.

## **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](mailto: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.

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Ruby Richards

**DESCRIPTION:** Contract with Family Tree for Generational Opportunities to Achieve Long-Term Success Program in the Amount of \$300,000.00.

**SUMMARY:** The Department of Human Services is requesting approval to enter into a contract with Family Tree to implement the Generational Opportunities to Achieve Long-term Success (GOALS) program for eligible Douglas County families receiving Temporary Assistance for Needy Families (TANF). GOALS is a Two-Generation housing initiative that provides private accommodations in the Evergreen building for families experiencing homelessness. During their 4 to 9-month participation, families receive targeted support in employment, financial literacy, children's education, health and well-being, and building community connections. The program is designed to promote long-term stability and self-sufficiency for participating families while they reside on-site.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/3/2025
Jeff Garcia	Escalated	6/9/2025
Amy Williams	Escalated	6/11/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- PCS- Family Tree GOALS 25-26

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (“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 **FAMILY TREE, INC.** (the “Contractor”) authorized to do business in Colorado.

### 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 Department of Human Services (Department) submitted to the U.S. Department of Housing and Urban Development (HUD) an Application for Community Project Funding (CPF) in which Family Tree, Inc. would renovate an existing building to provide supportive housing and implement the Generational Opportunities to Achieve Long-term Success (GOALS) program in that space; and

**WHEREAS**, the Department received the CPF funding for said building renovation, and Family Tree, Inc. was identified as the subgrantee for the work which is captured under a separate Subgrantee Agreement; and

**WHEREAS**, the Department now wishes to Contract with Family Tree, Inc. to provide the GOALS program for families eligible for Temporary Assistance for Needy Families (TANF); and

**WHEREAS**, the Contractor can 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:** Ruby Richards, (the “Authorized Representative”), is designated as the 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 the Contractor.

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

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other 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.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay 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 Three Hundred Thousand Dollars (\$300,000.00) for the Term. 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. No part of this Contract is a limitation of liability for Contractor. Any potential payment or expenditure for this Contract outside the current fiscal year is conditional and 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 A, 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.

**5. 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.

**6. TERM:** It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on July 1, 2025, and terminate at 12:00 a.m. on June 30, 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.

**7. INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon complete invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within forty-five (45) days, or within a mutually agreed upon period after the County has received complete invoices and deliverables 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. Signature of an officer of the Contractor or someone reasonably able to verify the accuracy of the invoices shall appear on all invoices certifying that the invoice has been examined and found to be correct.

Late payment or delay in payment due to incomplete or incorrect invoices is not a Breach of Contract.

**8. 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. Specifically, Contractor will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential Conflict of Interest exists without previously informing the Authorized Representative and receiving approval, may be deemed a Breach of Contract.

**9. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall 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 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.

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

**11. 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.

**12. 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.

**13. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or four (4) 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. Under this item, records refer to the support documentation for expenses invoiced to the County and paid to the Contractor. The Contractor will retain any and all records, beyond the terms outlined above in this recital, as identified in a “litigation hold” notice provided by the County until receipt of a release from said hold.

**14. OWNERSHIP OF DOCUMENTS:** The Contractor owns all service delivery documents, case notes, and other client-based information, to include cyber and electronic communication, prepared and maintained by the Contractor as needed to perform professional services outlined in Exhibit A. The Contractor will make available appropriate items to parents, caretakers, legal guardians, counsel or others as required by law should a request be made. The County referrals and deliverables outlined in Exhibit A shall be owned by the County.

Except as provided under the term County Review of Records in paragraph 13 of this Contract, all such Contractor and County documents shall remain confidential and shall not be made available by the Contractor to any individual or entity without the consent of the Authorized Representative, or as permitted to parents, caretakers, legal guardians, counsel or others as required by law. Confidential material must be maintained in a secure physical and digital environment that ensures confidentiality. The Contractor will notify the County immediately of any breaches of security or confidentiality as they pertain to client data regardless of the data format.

**15. 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.

**16. 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 documents and partial documents will be handled consistent with paragraphs 14 and 15 above. 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 any Breach of the Contract by the Contractor.

**17. 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:

Ruby Richards, Director  
Department of Human Services  
4400 Castleton Court  
Castle Rock, Colorado 80109  
[rarichar@douglas.co.us](mailto:rarichar@douglas.co.us)

Phone: (303) 814-5395  
Facsimile: (877) 285-8988

with a copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, Colorado 80104  
Phone: 303-660-7414

with a copy to:

Erin Johnson  
Department of Human Services  
4400 Castleton Court  
Castle Rock, CO 80109  
[Ejohns01@douglas.co.us](mailto:Ejohns01@douglas.co.us)  
Phone: (303) 814-5329

with a copy to:

Jennifer Eby, Director  
Department of Community Services  
100 3<sup>rd</sup> Street  
Castle Rock, CO 80104  
[jeby@douglas.co.us](mailto:jeby@douglas.co.us)  
Phone: (303) 814-4355

and by the County to:

Paolo Diaz, CEO  
Family Tree, Inc.  
3805 Marshall Street  
Wheat Ridge, CO 80033  
[pdiaz@thefamilytree.org](mailto:pdiaz@thefamilytree.org)  
Telephone: (303) 422-2133 ext. 726

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

**18. 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.

**19. 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, and 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.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. PRIORITY OF PROVISIONS:** If any term of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- |                 |  |
|-----------------|--|
| 1 <sup>st</sup> | This Contract, Sections 1 through 32 (inclusive of Attachment A1 – A2) |
| 2 <sup>nd</sup> | Exhibit A - Scope of Services  |
| 3 <sup>rd</sup> | Exhibit B - Method of Payment  |
| 4 <sup>th</sup> | Exhibit C - Insurance Requirements                                     |
| 5 <sup>th</sup> | HUD CPF Grant Award and any Amendment(s)                               |
| 6 <sup>th</sup> | HUD CPF Family Tree Subgrantee Agreement and Amendment(s)              |

**26. 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.

**27. 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.

**28. 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.

**29. 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 upon request 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.

**30. 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.

**31. 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.

**32. FORCE MAJEURE:** No Party shall be liable for failure to perform hereunder if such failure is the result of *Force Majeure*. Any time limit shall be extended for the period of any delay resulting from any *Force Majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force Majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

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

FAMILY TREE, INC.

BY: Paolo Diaz  
Paolo Diaz, CEO

DATE: May 28, 2025

ATTEST: (if a corporation)

BY: \_\_\_\_\_  
(Print name and title)

SIGNATURE: \_\_\_\_\_

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

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

The foregoing instrument was acknowledged before me this 28 day of May, 2025, by Paolo Diaz.

Witness my hand and official seal

Evelyn Y. Johnson  
Notary Public

My commission expires: 8/3/2028

EVELYN Y. JOHNSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124046348  
MY COMMISSION EXPIRES AUGUST 3, 2028



## **Exhibit A**

### **SCOPE OF SERVICES**

Contractor agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

Contractor agrees to provide support and services to families referred by the Department or DC GOALS who are either receiving Colorado Works/TANF Basic Cash Assistance (BCA) or are TANF eligible (as defined below) and are experiencing homelessness and in need of safe temporary housing, and case management services are needed to implement the Generational Opportunities to Achieve Long-term Success (GOALS) program. Housing and GOALS case management will be provided at 14997 East Oxford Avenue, Aurora, Colorado 80114 in the Evergreen building which is one of several buildings on this campus.

Contractor will provide services for Temporary Assistance for Needy Families (TANF) eligible pregnant individuals and families as outlined herein. The TANF program permits the use of federal funds as long as they relate to one or more of the four federal purposes:

1. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
3. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

The Department determined these services at least meet TANF purpose 1 and 2 above. Services outlined in this Exhibit are considered "non-emergency" services for the purposes of TANF eligibility and the required Affidavit DC GOALS will use.

Families not already receiving BCA must be TANF eligible as follows:

1. The household has gross annual income of under \$75,000,
2. The household has a dependent child under 18, and
3. Anyone 18 and older must be lawfully present.

#### **A. GOALS Program Description**

1. GOALS is a Two-Generation (2Gen) housing program for families experiencing homelessness developed by Contractor. It provides families a private room while they develop long-term goals for stability and self-reliance. Families are provided a safe space to live for four (4) to nine (9) months.
2. GOALS helps stabilize families experiencing homelessness, empowering them to move from poverty and homelessness by focusing on services and opportunities that address the needs of all family members using a 2Gen approach. Through this empowerment method, the program helps families secure safe and stable housing; increase their overall health and well-being; improve employment situations and economic assets; better position children for academic success and enhance connections for these families within their community.
3. GOALS is designed to help a family work towards self-sufficiency while living on-site. The Department processes all applications for or continue to provide services, i.e., Medicaid, Child Care Assistance, Supplemental Nutrition

Assistance Program (SNAP), and TANF, while families participate in the program and help transition them back into independent housing upon completion of the program with support of non-profits and faith-based organizations.

4. GOALS will provide housing and case management for five (5) families at a time to participate in the program with a potential to add as the program expands.

#### B. DC GOALS Services

1. DC GOALS is a multi-agency collaboration managed by the Douglas County Department of Community Development. It provides vulnerable residents opportunities to achieve self-sufficiency by participating in a process to identify current issues and needs and assisting with addressing barriers.
2. DC GOALS partners will consider participation in the Contractor's housing and GOALS program for non-Basic Cash Assistance (BCA) TANF eligible families as defined above.
3. DC GOALS partners will have everyone in the household 18 or over complete a TANF Affidavit and determine initial TANF eligibility. (See Attachment 1.)
4. The Department may also refer TANF BCA enrolled families to the Contractor. In that instance, the Department's referral verifies eligibility, so no additional verification is required by Contractor.
5. DC GOALS is required to complete a new Affidavit(s) if they become aware that a family's eligibility has changed, and they may no longer be TANF eligible.
6. DC GOALS will complete Colorado Bureau of Investigations (CBI) and Child Protective Services (CPS) background checks. The following disqualify a family from being able to participate in this program:
  - i. Convicted Sex Offender on the Sex Offender Registry
  - ii. Current protection order between two adults in the household
7. DC GOALS and Contractor will review GOALS program specifics and forms to ensure there are no requirements that conflict with Federal and State TANF rules, and eligible activities and expenses. DC GOALS and Contractor must notify Department TANF Manager in advance of any subsequent program changes to verify they remain consistent with Federal and State TANF rules, and eligible activities and expenses.

#### C. Contractor Services

1. Upon receipt of a referral, Contractor will complete an intake process with all family members 18 or older. Contractor will have each person in the household 18 or older sign an agreement that outlines terms and requirements related to remaining in housing, and the process for addressing issues including removal from housing and the GOALS program. (See Attachment 2.)
2. Services shall minimally include the following:
  - i. Safe and secure temporary housing with no-cost access for participants
  - ii. Dedicated Navigator to work individually with client households (adults and children), providing wide-ranging case management and support toward the accomplishment of self-sufficiency plan, to include assistance in locating and applying for various housing programs
  - iii. Early childhood education partnerships with Head Start and other early childhood programs
  - iv. Post-secondary adult education support and other pathways to employment

- v. Employment services or partnerships including soft skills training; computer training; careers preparations; access to professional clothing; and post-employment support to help sustain long-term employment
  - vi. Services and assistance that encourages building social networks within and outside the program
  - vii. On-site classes which may include parenting, finance and substance use peer groups
  - viii. Referrals for health care, specialty care, dental care, mental health care and substance abuse treatment
  - ix. Partnership connections for academic tutoring to help school-age children with schoolwork and other academic needs
3. During the client's involvement in the GOALS program, GOALS Navigator will include DC Case Manager in meetings with the client monthly to share progress of client, if client agrees via ROI to share information with referring agency. This ensures the referring agency's case manager stays informed about the client's progress in the GOALS program and facilitates a smooth transition back to the referring agency once the client completes the program.
  4. GOALS services will be available during normal business hours, i.e., Monday through Friday from 8:00 a.m. to 5:00 p.m. with on-site staffing presence 24 hours per day, seven days per week. Contractor is solely responsible for all housing related emergencies and family needs.
  5. If the Contractor removes a client from the program, or if the client elects to voluntarily leave the program, the Contractor will notify DC GOALS within two (2) business days.
  6. If the Contractor becomes aware that the family's eligibility has changed, and they may no longer be TANF eligible, the contractor will notify DC GOALS within two (2) business days.
  6. Health care, Head Start and childcare services only refers to access to these services, and the Department will not pay for any direct services, fees or expenses related to use of these services. If clients are eligible for and receive Medicaid, SNAP and/or CCCAP from the Department, payment for services will be managed via the established statewide systems.

#### D. Facility Requirements

1. "Facility" refers to the Contractor's leased Evergreen building mentioned in the introductory paragraph. This Contract does not cover any service or expenses related to other buildings on this campus.
2. Contractor is solely responsible for all facility and general campus expenses and requirements, including but not limited to, maintenance and repair, insurance, and occupancy certificates, permits, and all federal, state and local applicable housing requirements.
3. If any required insurance, certificate, license, permit or similar, or compliance within any applicable federal, state or local housing requirement is not in effect and in good standing at the time of this Contract's execution, and does not continuously remain in effect and in good standing during the course of this Contract, the Department may terminate the Contract for Breach of Contract.

#### E. Contractor Staff Background Checks

1. Various required checks are outlined in this section.



2. 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.  
Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
3. Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
  - i. Contractor shall ensure all employees, 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. If Contractor's Vice President of Human Resources deems any results received on the background checks warrant a background check review per Contractor's normal hiring processes and in accordance with 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7, the Department's Authorized Representative (or their designee) will be consulted as part of the review process.
  - iii. Results of these criminal background checks must be kept by Contractor in a secure location as directed by CBI and FBI guidance and be 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, intern, mentor and volunteer and kept in their secure file.
  - v. If these conditions cannot be met, Contractor will immediately notify the County Contract Representative.
4. Contractor will complete Colorado Department of Human Services (CDHS) background checks as follows:
  - i. Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
  - ii. If any employee, or volunteer has findings of child abuse or neglect, Contractor shall consult with the Department's Authorized Representative (or their designee) regarding whether that individual may provide services under this Contract.
  - iii. Contractor must retain copies of these background check results in all employee, intern, mentor or volunteer secured files, for 3 calendar years after the date of the Contractor's final payment from the County under this Contract.
  - iv. Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, intern, mentor and volunteer.

5. Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning/hiring employees to perform under this contract.
6. Douglas County reserves the right to audit Family Tree GOALS with on-site inspections, without notice, to ensure that only approved staff are providing the appropriate services.

F. Contractor Reporting

1. Reporting outlined in this Contract is separate from the Contractor's HUD CPF Subgrantee Agreement with the County, and these reports will not be submitted to HUD.
2. The following goal(s) and corresponding measure(s) will be established and tracked by the Contractor:
  - i. Goal 1
    1. Goal = Children will be enrolled/engaged with school.
    2. Measure = Within two (2) months of entering housing at the GOALS program, 90% of children will be enrolled/engaged with school or quality early childhood education services.
  - ii. Goal 2
    1. Goal = Families will obtain housing.
    2. Measure = Upon exit of the GOALS program, 80% of families will exit to safe and stable housing.
  - iii. Goal 3
    1. Goal = Household will maintain or increase income
    2. Measure = Over time, as clients participate in the GOALS program, 70% of adults will either secure employment or enhance their income at their current job.
  - iv. Goal 4
    1. Goal = GOALS case management contributed to client success
    2. Measure = upon exit of the GOALS program 80% of clients will report that case management at GOALS contributed to improved outcomes.
3. Contractor will provide to the Department a monthly report that minimally includes the following:
  - i. A cumulative report for the contract term that includes the number of current residents, number of new families referred in that month and date of housing commencement, and number of residents that exited that month.
  - ii. Summary of case management plan for each family, and
  - iii. Identification of any program, referral or coordination issues that need to be addressed by the Department.
4. Reports will be submitted with each month's invoice.
5. The Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report at the end of this Contract that is suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than the date of the final invoice. The report must include:
  - a. Summary minimally inclusive of a description of services provided, number of clients served, how service delivery was approached, and how the funds were used,

- b. Identification of all TANF purposes met,
- c. Summary of goal(s) and corresponding measure(s) and outcomes, and
- d. Any additional qualitative goals, measures or information relevant to the services provided.

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. Review and approve invoices and reports.
- 3. Provide clients information regarding civil rights complaints and conduct all reviews.
- 4. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with Contractor.
- 5. Coordinate with DC GOALS and/or Contractor as needed.
- 6. Schedule meetings with Contractor and/or DC GOALS as needed.

(Remainder of Page Intentionally Blank)

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

1. Contractor shall invoice monthly for services rendered pursuant to Exhibit A. No pre-payments or advances will be made.
2. Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid for an expense previously paid as outlined under the term Maximum Contract Expenditure in paragraph 4 of the Contract.
3. Contractor may invoice for any of the following expenses:
  - a. Staff salary
  - b. Taxes and benefits
  - c. Program operating costs for the GOALS Evergreen building which may include:
    - i. Client food
    - ii. Household supplies
    - iii. Phone/Internet
    - iv. Facilities
  - d. Administrative expenses of 15% of total costs
4. Payments under this Agreement shall not exceed the amount in **4. MAXIMUM CONTRACT EXPENDITURE**.
5. 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.
6. In the event that any costs are shared by multiple clients, or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse the portion of the expense incurred for the execution of this Contract.
7. If the Contractor elects to simultaneously use any of the same staff members on this Contract and another contract with the Department, the Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
8. Invoices will be submitted monthly by the 15<sup>th</sup> of the month following the month in which the expense occurred except the invoice for June 2026 is due to the County by July 7, 2026, at noon. Invoices cannot be requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
9. Invoices and back-up documentation may only be posted to the Department's OneDrive contractor folder, or mailed to:

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

Contractor will email [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

10. Contractor will submit a complete invoice and only complete invoices will be paid. If the invoice is not complete, the Department will reject the invoice by emailing the Contractor's Office Director and delete all documents from the OneDrive folder. The Contractor is responsible for reposting the correct and complete invoice once it is available.

11. A complete invoice shall include the following:

- i. Invoice completed, printed, signed and incorporates all invoicing requirements and deliverables identified in Table 1:

Table 1.

#	Invoicing Requirements	Deliverable
1	Staff Salary	Expense and proof of payment
2	Staff Benefits	Expense and proof of payment
3	Taxes	Expense and proof of payment
4	15% Administration Costs	Up to 15%
5	Operating Costs <ul style="list-style-type: none"><li>• Client food</li><li>• Household supplies</li><li>• Phone/Internet</li><li>• Facilities</li></ul>	Expense and proof of payment
6	Monthly Report	A cumulative report for the contract term that includes the number of current residents, number of new families referred in that month and date of housing commencement, and number of residents that exited that month.

(Remainder of Page Intentionally Blank)

**Exhibit C**  
**INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form ISO CG 20 01 04 13 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

**Notice of Cancellation.** 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](mailto: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.



**Attachment 1**  
**COLORADO WORKS ELIGIBILITY AFFIDAVIT**

The form found on the next page must be completed by anyone who is 18 or over in a household for which reimbursement will be requested. (A version in Spanish can be provided to DC GOALS and Contractor as needed. For any other languages, please contact the Department.)

## Colorado Works Eligibility Affidavit

### Receipt of Colorado Works (TANF):

\_\_\_\_\_ I am currently receiving Colorado Works (TANF) Basic Cash Assistance  
\_\_\_\_\_ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance  
from any Colorado County

### Residency in the United State (Please check one box below):

\_\_\_\_\_ I am citizen of the United States, or  
\_\_\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_\_\_ I can verify lawful presence in the United States, pursuant to state law, or  
\_\_\_\_\_ None of the above

### Family Income (Income from all family members living at your address who are 18 and over):

\_\_\_\_\_ Less than \$75,000/year  
\_\_\_\_\_ Greater than \$75,000/year

### Family:

# of adult (18 and over) members in household \_\_\_\_\_  
# of children (under age 18) \_\_\_\_\_  
# of biological or legally adopted children (under age 18) who do not live in your house \_\_\_\_\_

### Race/Ethnicity (Optional):

White \_\_\_\_\_ Black/African American \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_ Asian \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Other: (Please specify) \_\_\_\_\_

**Ethnicity (Optional):** Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

### AFFIDAVIT

I, \_\_\_\_\_, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

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

**Attachment 2**  
**GOALS AGREEMENT**

The form found on the next page is completed during Contractor's intake process by anyone who is 18 or over in a household for which reimbursement will be requested.



### **Guidelines for GOALS program:**

**Clients at all Family Tree residential sites are to maintain the rules and requirements of the shelter they are occupying. Shelter services are meant to provide a safe place for children and families experiencing homelessness. Clients are expected to maintain the following guidelines and expectations:**

- Clients understand that all Family Tree staff, interns, and volunteers are mandated by the state of Colorado to report any child abuse and/or neglect.
- Clients understand that all Family Tree staff, interns, and volunteers are mandated by the state of Colorado to report any elder abuse and/or neglect.
- There may be no alcohol or drug use on any shelter property. Use of prohibited items will lead to immediate exit of the shelter and program.
- Use of substances outside of shelter property are your decision, keeping in mind that you are responsible for the supervision of your child(ren). If you are unable to care for your children and are the primary care giver of your children, Family Tree Staff are required to report child abuse and neglect to the Colorado Child Abuse and Neglect Hotline.
- If you chose to use substances outside of shelter and return to property under the influence, you are expected to maintain responsible behavior. If you are not acting responsible, this may result in an exit from shelter.
- There may be no weapons in shelter or on shelter property. Possession or use of weapons on shelter property will lead to immediate exit of the shelter and program.
- Clients are expected to participate in chores and contribute to the overall well-being and maintenance of the shelter.
- Clients are expected to treat each shelter resident, Family Tree staff members, volunteers and donors with respect and consideration.

- Clients will not leave their child(ren) unattended unless there is a previous agreement with Family Tree staff i.e., a Teen Contract or Child-Care Contract.
- Clients may not open the shelter door to anyone. This includes other residents. Instead, clients should locate a Family Tree staff member to assist someone at the door.
- Clients understand that safety checks occur three times a day. Family Tree staff will knock on your door once in the morning and once in the evening and request a verbal response. Family Tree staff will knock on your door mid-day and clients will need to open the door for staff to look inside and view the room from the doorway.
- Clients are not permitted to have animals or pets of any kind in shelter unless the client has a service animal.
- For confidentiality reasons, clients understand that there may be no still photographs, audio or videotaped recordings taken of other clients, staff, volunteers, or interns. This includes posts on social media or images taken on cell phones.
- Client understands that they are required to meet with case managers and/or navigators at least once per week in order for staff to assist clients in their goals, needs, and keep them up to date about their remaining length of stay in shelter.
- Children under the age of 12 may not be left unattended, use the microwave on their own, and are altogether prohibited from using the stoves.
- Clients understand that attendance is required by each client to remain in shelter over-night. Clients may request up to three nights outside of shelter.
- All clients are responsible for keeping their rooms clean and safe.
- Client understands that shelter cannot accommodate any outside visitors at this time. Please visit family and friends outside of shelter. If client needs to request a meeting with a community partner, case worker, health care provider, physician, please make staff aware with notice, so that they can accommodate the visit to the best of their ability.
- Client understands that they cannot burn candles, incenses, cigarettes, vapes, or anything that produces smoke in shelters.
- Client agrees to respect observed quiet hours of the shelter. Quiet hours begin at 8:00pm and end at 7:00am
- Client understands that if there is a pattern of behaviors that disrupts the safety of the community and/or breaches these guidelines and

expectations that a plan will be put into place between Family Tree staff and the client to find solutions for behavior that aligns more closely with the more closely with the needs of shelter.

- Client agrees to attend Family Voice meetings regularly.

By signing this document, the client acknowledges and understands these expectations and guidelines listed above. Family Tree staff agrees to work closely with the client in effort to help them become successful in Family Tree residential programs.

I have read, in its entirety, the "Program Agreement" for Family Tree's residential program. I understand that I will work closely with Family Tree staff so that I am successful in shelter programs. I understand that if I feel that I have been or am currently being treated unfairly I will reach out to the shelter director and/or the Vice President of Residential Services.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Erin Johnson, Assistant Director

**DESCRIPTION:** Contract with Continuum of Colorado, Inc. for TANF Case Management Services in the Amount of \$175,360.00.

**SUMMARY:** The Department of Human Services seeks approval to enter into contract with Continuum of Colorado, Inc. to provide Temporary Assistance for Needy Families (TANF) case management services. Continuum was identified as a preferred vendor through Request for Qualifications #043-22 - Human Services Client and Staff Services.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/5/2025
Jeff Garcia	Escalated	6/12/2025
Amy Williams	Escalated	6/13/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- PCS- Continuum of Colorado 2025-2026

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (“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 **CONTINUUM OF COLORADO, INC.** (the “Contractor”) authorized to do business in Colorado. The County and the Contractor hereinafter referred to collectively as the “Parties” and individually as a “Party.”

### 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 can 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:** Ruby Richards, (the “Authorized Representative”), is designated as the 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 the Contractor.

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

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other 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.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay 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 Seventy-Five Thousand, Three Hundred Sixty Dollars (\$175,360.00) for the Term. 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. No part of this Contract shall represent is 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.

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 A, 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.

**5. SUSPENSION AND DISBARMENT:** The County may not pay any vendor who is suspended or disbarred from receiving federal funds. Contractor attests by virtue of executing this Public Contract for Services 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 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 Contractor failed to report any pending or forthcoming suspension or disbarment.

**6. TERM:** It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on July 1, 2025 and terminate at 12:01 a.m. on July 1, 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.

**7. INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon complete invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within forty-five (45) days, or within a mutually agreed upon period after the County has received complete invoices and deliverables 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 or someone reasonably able to verify the accuracy of the invoices shall appear on all invoices certifying that the invoice has been examined and found to be correct. Late payment or a delay in payment is not a Breach of Contract.

**8. 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. Specifically, Contractor will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential Conflict of Interest exists without previously informing the Authorized Representative and receiving approval, may be deemed a Breach of Contract.

**9. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall 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 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.

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

**11. 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.

**12. 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.

**13. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or four (4) 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. Under this item, records refer to the support documentation for expenses invoiced to the County and paid to the Contractor. The Contractor will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by the County until receipt of a release from said hold.

**14. OWNERSHIP OF DOCUMENTS:** Documents, data compilations, and other client-based information prepared and maintained by the Contractor in connection with this Contract shall be the property of the County and shall be treated as confidential. Documents, data compilations, and other client-based information shall not be made available to any individual or entity without prior consent from the Authorized Representative. All client files and data may only be maintained on the County's network, or within the appropriate County and/or State computer applications; no client case documents may be retained in paper or digital form by the Contractor. The Contractor will notify the County immediately of any breaches of security or confidentiality as they pertain to client data regardless of the data format.

**15. 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.

**16. 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 documents and partial documents will be handled consistent with paragraphs 14 and 15 above. 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 any Breach of Contract by the Contractor.

**17. 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:

Ruby Richards, Director  
Department of Human Services  
4400 Castleton Court  
Castle Rock, Colorado 80109  
[rarichar@douglas.co.us](mailto:rarichar@douglas.co.us)  
Phone: (303) 814-5395  
Facsimile: (877) 285-8988

with a copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, Colorado 80104  
Phone: 303-660-7414

with a copy to:

Erin Johnson  
Department of Human Services  
4400 Castleton Court  
Castle Rock, Colorado 80109  
[ejohnso1@douglas.co.us](mailto:ejohnso1@douglas.co.us)  
Phone: (303) 814-5329

and by the County to:

Alexa Lanpher, Executive Director  
[A.Lanpher@continuumcolo.org](mailto:A.Lanpher@continuumcolo.org)  
14280 E. Jewell Avenue, Suite B  
Aurora, CO 80012  
Telephone: (303) 434-8952  
Facsimile: (303) 341-0382

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

**18. BADGE ACCESS TO COUNTY FACILITIES:** This Contract may require access to various Douglas County facilities, including law enforcement and judicial buildings that may contain Criminal Justice Information (CJI). Accordingly, Douglas County will conduct prescreening background checks for the Contractor and its personnel. These background checks will be managed by the County.

Prior to beginning work or being granted access to any Douglas County facility, the Contractor and its personnel must successfully complete both state and federal fingerprint-based background checks. If access to secure areas of the Human Services building is required under this Contract, it is the Contractor's responsibility to ensure that all applicable personnel complete the required fingerprinting and background checks with passing results.

To initiate these checks, the Contractor and its personnel must establish vendor accounts with the Colorado Bureau of Investigation (CBI) via the following link:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>.

Depending on the nature of access, the Contractor and its personnel may also be required to execute a Criminal Justice Information Services (CJIS) Security Addendum.

All costs associated with fingerprinting and background checks are the sole responsibility of the Contractor and are not reimbursable under this Contract.

**19. 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.

**20. 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, and 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.

**21. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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 Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

**26. PRIORITY OF PROVISIONS:** If any term of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- |                 |   |
|-----------------|---|
| 1 <sup>st</sup> | This Contract, Sections 1 through 33  |
| 2 <sup>nd</sup> | <u>Exhibit A</u> - Scope of Services (inclusive of Attachment A1-Attachment A3) |
| 3 <sup>rd</sup> | <u>Exhibit B</u> - Method of Payment  |
| 4 <sup>th</sup> | <u>Exhibit C</u> - Insurance Requirements                                       |
| 5 <sup>th</sup> | Request for Qualifications (#043-22)  |
| 6 <sup>th</sup> | Response to Request for Qualifications  |

**27. 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.

**28. 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.

**29. 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.

**30. 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 upon request 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.

**31. 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 this Contract and/or any additional applicable legal remedies available to the County.

**32. 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.

**33. FORCE MAJEURE:** No Party shall be liable for failure to perform hereunder if such failure is the result of *Force Majeure*. Any time limit shall be extended for the period of any delay resulting from any *Force Majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force Majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

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

**CONTINUUM OF COLORADO, INC.**

**BY:** \_\_\_\_\_  
Alexa Lanpher, Executive Director

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      **ss.**

**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**

Contractor agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

The Contractor will work with families to establish initial and ongoing Colorado Works case management services for single-parent and two-parent families. The Department will determine eligibility for Basic Cash Assistance (BCA) clients. TANF eligibility is outlined below. The Department has determined that minimally TANF purposes i. and ii. are addressed by the services outlined in this Exhibit.

Temporary Assistance to Needy Families (TANF) permits the use of federal funds as long as they relate to one or more of the four federal purposes:

- i. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
- ii. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- iii. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
- iv. To encourage the formation and maintenance of two-parent families.

#### **I. The Contractor shall:**

##### **A. Conducting Business**

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided, the Contractor may not release any information about the program and its applicants.
- b. Be able to proceed with the following staff identification and assignment process:
  - i. Complete whatever requirements are needed internal to Contractor's own organization.
  - ii. Fulfill fingerprinting requirements in accordance with Term 18 of the Intergovernmental Agreement (IGA) and Attachment 4, both of which are incorporated into this Agreement.
  - iii. Allow Douglas County staff to meet with the candidate(s).  
If potential staff assignment is acceptable to both Contractor and Douglas, make an offer or assignment change contingent upon successful completion of a: a) drug test, b) fingerprint background check, and c) Department review of Trails (Colorado's child welfare computer system) and CAPS (Colorado's adult protection computer system). (See Attachment A1.)
  - iv. Results of each item listed in A. ii. above will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.
  - v. Note that staff may not begin any casework or receive any user IDs/temporary passwords for any system access until the County approval per A. iv. above is done.
- c. Contractor will notify the Department if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work



assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.

- d. All client (or provider/third party, if applicable) paperwork, records and data must be stored on the County's network or ingested in the County's electronic content management (ECM) system(s) no later than within three (3) business days of receipt. County will provide training as needed for the ECM system(s).
- e. Utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated.
- f. All client data must be sent via secure County email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by the Department in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third-party mail delivery company without prior approval. Client communication may be sent via text message following County approval or using County issued devices or tools. Contractor staff will timely follow-up with all system or computer access issues or needs by contacting [DHSsecurity@douglas.co.us](mailto:DHSsecurity@douglas.co.us) or Douglas County Support Desk. Contractor shall notify the Department immediately: 1) if an employee accesses any County, State or third-party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, County or third-party systems. County reserves the right to end access to any or all State, County or third-party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.
- g. The County will provide Contractor staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email will also allow for the Contractor to use the County's secure email feature and secure file transfer tool.
- h. The Contractor will use the County's email and network for all client related work. If Contractor is not in a County building, Contractor will be set-up with the needed access to the Douglas virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
- i. Maintain hours of operation that correspond to the Department's, i.e., Monday through Thursday 8 a.m. to 5 p.m. Contract staff will respond to emails or phone calls from the Department on Fridays, in the event of an emergency. Reasonable holiday, emergency, and weather closures are permitted. Contractor will be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 24 clock hours excluding weekends, holidays, or closures.
- j. Cooperate with community partners, providers and County staff as reasonable and appropriate to achieve program requirements and quality customer service.
- k. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
- l. Notify the County in writing of any change in the persons authorized to bind the Contract.
- m. Not subcontract this work to any other entity.

- n. Attend program oversight meetings throughout the course of any resulting contract. Meeting frequency will be determined by the County Program Manager, or at Contractor request.
- o. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Human Services Director. Not present to any entity that Contractor makes policy or funding decisions on behalf of the County or Department. Contractor shall not engage in any form of lobbying on behalf of the County. The Contractor may be asked to join a Department staff member at a meeting/conference, or to attend on the Department's behalf. However, the Contractor may not vote on behalf of the County, commit County resources, or otherwise obligate the County. The Contractor may not use the County's logo on any materials unless approved in writing by the County.
- p. Consistently collect client feedback and provide the results to the Department on at least an annual basis. The Department may provide a survey and/or data collection tool.
- q. Contractor will only use forms, templates, releases and other case related materials approved in advance by the Department. All vendor forms will be included in the written operating procedures mentioned in B. e. below. Any requests for new forms, or modifications to existing forms must be approved in advance in writing by the Program Manager.
- r. Contractor will stay apprised of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; changes in computer system requirements; and changes in data collection requirements.
- s. These services and all work related to it will be provided at the Contractor's address listed in Recital 17. NOTICES. However, if during an emergency the Department and Contractor mutually agree that work can be completed from Contractor's staff home or other location, the requirements and expectations outlined herein remain in effect. If any clarifications or modifications are required, the agreement(s) will be outlined in a letter from the Department to the Contractor (both parties outlined in Recital 17. NOTICES). The agreements outlined in said letter will immediately become an enforceable attachment to this Contract. If needed, multiple letters may be prepared. Any second or subsequent letter will identify what, if anything, remains in effect from the prior letter(s).

#### B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation.
- b. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act; State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) Contractor and personnel are asked to complete any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS. The Contractor is responsible for ensuring their staff timely and adequately complete all training outlined in the Contract. Incomplete or untimely training will result in that individual's access being suspended, and no work outlined in the Contract can be performed by this person or submitted for reimbursement unless or until the

required training is done.

- c. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, County, and third party computer system.
- d. Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, recoveries, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by the County and be in place within 15 calendar days from the start date of the Contract.
- e. Contact the Department's Program Integrity Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.

#### C. Applications, Re-certifications and Case Management

- a. Complete all data entry, including case comments, into the Colorado Benefits Management System (CBMS) within 3 business days.
- b. Emails and text messages do not have to be transferred into a CBMS case comment or ingested into the County's ECM system(s) if they are part of a general case interaction and are captured generally in a status CBMS case comment. However, 1) for all emails or texts in which a civil rights allegation is made, the Contractor will contact the Department immediately to determine how these communications will be addressed. If emails and text messages are expected to be saved into the Department's ECM system(s), it will be done in 3 business days.
- c. Contractor's supervisory and line staff must be able to timely complete all State required CBMS training, remain current with all CBMS changes, and correctly use the system.
- d. Conduct client orientations to familiarize recipients with the rules, regulations, expectations, services and supports in the Colorado Works program. Be available to clients to answer questions, address case concerns, provide information and referrals, accept written documentation and provide excellent customer service.
- e. Provide case management, crisis intervention, information and referral services for all clients as appropriate.
- f. Once a referral is made, Contractor will conduct an initial assessment, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. These assessments may vary in form or format based on State source system design or program requirements. Assessments will lead Contractor to develop appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Plans. Individual Plans will be completed at the initial meeting between the contractor and their client. It is recommended that this meeting occur within fifteen (15) days from the date that the assessment was completed but must occur no later than the thirtieth day following the date the assessment was completed.
- g. Develop Individual Plans, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. Individual Plans are entered into the Colorado Benefits Management System (CBMS).
- h. Encourage and promote clients' ability to successfully meet Individual Plan terms and conditions to ensure continuation of benefits and successful completion of the

Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.

- i. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client in resolving such issues and encouraging appropriate conflict resolution strategies.
- j. Establish meeting times with clients on a weekly, semi-monthly, monthly or other frequency adequate to meet the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
- k. Ensure all documents necessary to maintain program compliance, and other necessary case documentation, are obtained, recorded and maintained in databases, including but not limited to CBMS, the Department's internal client tracking system and the case file when required. In addition, all Workforce Development documentation will be maintained in client case files.
- l. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with the Department and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
- m. Recommend supportive service and Individual Plan bonus payments, obtain necessary documentation, and enter into CBMS.
- n. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with community partners are put in place when authorization to release information has been signed by client.
- o. Complete referrals on behalf of clients needing additional assistance from the Department, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
- p. Attend program oversight and contract monitoring meetings. Program oversight meetings will include discussion of: 1) progress toward achieving outcomes, 2) caseload volume and statistical data, 3) customer service concerns, 4) case audits, and overall status of the program. Contract monitoring meetings may include a discussion of any element the executed contract, e.g., timeliness or accuracy of invoices, ongoing performance compared to performance measures outlined, turnover, and are not intended to address case specific issues.
- q. Ensure that all client cases follow Fair Labor Standards Act (FLSA) regulations, and that the Contractor accurately determines and enters calculations and payments.
- r. Provide 30 days post-employment services following case closure.
- s. Notify Department immediately of any potential client appeals, consumer complaints, contractor employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support the County and Department in any dispute resolution process that may occur.

#### D. Case Reviews

- a. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested. If an audit or review results in a corrective action plan, the Contractor shall develop such plan, obtain County approval, and implement it by the defined deadline. If such an audit or review results in a financial penalty for the County, the Contractor shall be expected to reimburse the Department. Contractor's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Contractor's failure to take any timely required action in compliance with program requirements and/or this contract.

#### E. Work Locations, Facilities and Space

- a. Generally, work will be performed at: 1) 14280 E. Jewell Avenue, Aurora, and 2) 4400 Castleton Court, Castle Rock. Virtual visits are allowed as long as permitted by Colorado Department of Human Services rules. Case Managers may meet clients at other locations, e.g., the client's home or work site, or some other public meeting place on a case by case basis.
- b. Contractor location(s) must have reasonable accommodations in place and maintain adequate space, staff and operations throughout the Contract that maintain client confidentiality. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system(s), and any other needed third party systems, and be able to support its own infrastructure.

#### F. Staffing Requirements

- a. Contractor's case management staff will have at least one (1) year of case management experience, and supervisory staff will have at least two (2) years of case management.
- b. Staff will be dedicated to this project at the time the contract is initiated, and coverage must be provided for these services without regard to staff turnover. Contractor will recruit and train staff as needed within a reasonable timeframe.

#### G. Outcomes and Reporting

- a. Obtain and maintain the Federal Work Participation Rates (WPR). Generally, 35% is the WPR for single-parent families and 50% for two-parent families.
- b. Contractor would be expected to meet any metrics established at the State or Federal levels.
- c. As part of a complete invoice, Contractor will provide the monthly report. Complete a monthly report which shall include:
  - i. Number of referrals received for the month, broken down by one parent and two parent
  - ii. Current caseload count and list
  - iii. Number of individuals who have gained employment for the month
  - iv. Number of individuals who have completed/obtained a new credential and what credential for the month
  - v. Number of cases closed in an invoice month
    - 1) Case closure reason and/or outcome
  - vi. Number of cases currently sanctioned

- vii. Number of cases at 55 or more months of TANF
- d. Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than July 7, 2026, and must include:
  - i. Summary of services provided,
  - ii. Number of clients served,
  - iii. How service delivery was approached, and
  - iv. How funds were used
  - v. Identification of all TANF purposes met
  - vi. At least one quantifiable measure related to the goal identified
  - vii. Any additional qualitative goals, measures or information relevant to the services provided.

II. The Department of Human Services shall:

- A. Provide the Contractor with access to the State, County and third-party computer systems as necessary.
- B. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.
- C. Manage all civil rights complaints.
- D. Monitor the Contractor's performance which includes, but may not be limited to:
  - a. customer service with both clients and other stakeholders,
  - b. evaluation of complaints and resolution,
  - c. review of billing processes and determination of allowable of expenses,
  - d. review overall contract compliance, and
  - e. review of case work as deemed necessary.

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

1. Contractor will accept any and all forms of payment. The Department will determine which funding stream(s) are appropriate for the services and may switch between funding streams if needed.
2. Rates outlined in Table 1 constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs. Contractor will not be paid more than one time for the same service as outlined in 4. MAXIMUM CONTRACT EXPENDITURE.

Table 1.

#	Service	Description	Rate
1	BCA Case Management -Single Parent	This is an all-inclusive case rate for each single parent household referred, for each occurrence. Occurrence is defined as a referral made for a new case and worked by Contractor. If a case closes and then reopens within 365 days, this is considered the same occurrence and no additional fee may be charged. Contractor may not bill for services if the client does not attend their intake appointment and/or the case closes within 30 days of the referral. This is considered an all-inclusive rate and no additional costs, fees, or expenses may be invoiced to this Contract. Contractor may not invoice for cases carried over from the prior contract into this one as those referrals were already paid	\$3,630.00 per case for 36 cases
2	BCA Case Management – Two Parent	Same as above except referral is for a two-parent household.	\$5,585.00 per case for 8 cases
	Total		\$175,360.00

3. 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.
4. In the event that any costs are shared by multiple clients or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Contract.
5. If Contractor elects to simultaneously use any of the same staff people on this contract as another contract with the Department, Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
6. Contractor will submit a complete invoice and only complete invoices will be paid. If the invoice is not complete, the Department will reject the invoice by emailing the Contractor's Office Director and delete all documents from the OneDrive folder. The

Contractor is responsible for reposting the correct and complete invoice once it is available.

- a. A complete invoice is defined as:
  - i. Invoice completed, printed off and signed;
  - ii. Submission of monthly report.
7. No computer hardware or software may be purchased under this contract. Assets referenced in Recital 14. OWNERSHIP OF DOCUMENTS AND ASSETS include the following purchased by the Department and used by Contractor:

Item	Douglas Asset Number	Status
Cell Phone	303-968-5287	Assigned to Manager/Supervisor.
Cell Phone	303-923-0738	Assigned to Case Manager.
Cell Phone	720-262-0556	Assigned to Case Manager.
		Additional County cell phones will be issued as new staff are assigned. It is the Contractor's responsibility to ensure all phone are returned to the County as staff are reassigned or resign.

8. Invoices submitted must reflect actual services rendered and cannot be estimates or requests for pre-payment. The Contractor will submit complete invoices no later than 30 days after the service delivery date. Failure to submit invoices timely or without required deliverables may result in non-payment.
9. Invoices will be submitted monthly by the 15<sup>th</sup> of the month following the month in which the expense occurred except the invoice for June 2026 is due to the County by July 7, 2026 at noon. Invoices cannot include estimates or requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
10. Invoices and back-up documentation may only be posted to the Department's OneDrive contractor folder, or mailed to:

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

Contractor will email [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.



## Exhibit C INSURANCE REQUIREMENTS

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions: **Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form ISO CG 20 01 04 13 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

**Notice of Cancellation.** 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](mailto: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.

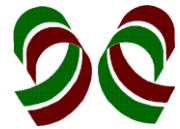
**Failure to Procure or Maintain Insurance.** The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the 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.

**Attachment A1**  
**BACKGROUND CHECK POLICY**

(See following 3 pages.)



## Douglas County Department of Human Services

<b>Policy Name</b>	Background Checks
<b>Supersedes</b>	N/A
<b>Effective Date</b>	
<b>Director's/Designee's Approval &amp; Date</b>	

### A. Policy Statement

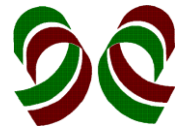
1. The Douglas County Department of Human Services staff provide supports and services to vulnerable children, adults, and their families. As such, Douglas County Department of Human Services mandates background checks for all employees and contractors that surpass county and state requirements. Additionally, employees may be subject to reassignment or discipline, up to and including termination, for any arrest, charge, conviction, or finding which calls into question their ability to work safely with vulnerable clients. Contractors who do not pass the background check will not be able to begin working or will be removed from their Douglas assignment as appropriate.
2. The Department may be required to make a law enforcement referral on an employee or contractor depending on the facts.

### B. Definitions

1. CAPS is the Colorado Adult Protective Services (APS) data system.
2. CCU is the CAPS Check Unit at the State Department of Human Services
3. Direct Care or Direct Contact of at-risk adults and children includes anyone who provides services or supports. Direct Care or Direct Contact includes case management, protective services, physical care, mental health services, or any other service necessary for the at-risk adult or child's health, safety, or welfare.
4. Trails is the Child Welfare Case Management System.

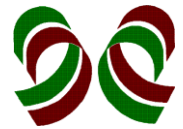
### C. Procedure

1. All human service employees or contractors shall be required to submit to enhanced background checks as follows:
  - a. Fingerprint and name-based criminal background check at the time of hire, allowing Colorado Bureau of Investigations (CBI) to update the Douglas County Department of Human Services upon any arrest, charge, or conviction as reported to CBI.



## Douglas County Department of Human Services

- b. Additional criminal background checks at any time during employment, whether random or upon suspicion the employee has engaged in criminal activity.
  - c. Department of Motor Vehicles Records at the time of hire and annually thereafter.
  - d. Trails and CAPS name search for substantiated abuse, neglect of a child or adult, or exploiting an at-risk adult. Such background checks shall be completed at the time of hire and annually thereafter.
- 2. Douglas County Department of Human Services must register with the CCU and receive a unique CAPS Check Employer ID# in order to complete CAPS checks for Adult Protection staff.
  - a. The employee must complete and sign the State Written Authorization form prior to completing the CAPS check.
  - b. The State Written Authorization form shall be kept in the employee's personnel file.
  - c. A positive CAPS match must include all four criteria:
    - i. Substantiated finding must have been made after July 1, 2018.
    - ii. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
    - iii. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
    - iv. The finding was either not appealed or the Appeal Status is one of the following:
      - 1. Under Appeal,
      - 2. Upheld,
      - 3. Upheld – Modified,
      - 4. Upheld – Abandoned,
      - 5. Upheld – Settlement Conditions Not Met,
      - 6. Expunged – Time delayed, or
      - 7. Modified Expunged – Time delayed
  - d. Prior to receiving CAPS access for a new APS employee, the APS Manager must submit a CAPS Support ticket requesting CAPS access and must attest they have completed the CAPS background check.
- 3. A positive Trails match must include the following:
  - a. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
  - b. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
  - c. The finding was either not appealed or the Appeal Status is one of the following:



## Douglas County Department of Human Services

- i. Under Appeal,
  - ii. Upheld,
  - iii. Upheld – Modified,
  - iv. Upheld – Abandoned,
  - v. Upheld – Settlement Conditions Not Met,
  - vi. Expunged – Time delayed, or
  - vii. Modified Expunged – Time delayed
4. Any finding of a criminal, civil or motor vehicle arrest, charge, conviction, or finding which calls into question the employee's ability to safely transport or work with vulnerable clients will be reported to the employee's supervisor, department administrator, and agency director for review and consideration.
5. Upon a finding, by the preponderance of the evidence, that the employee engaged in the alleged criminal, civil or motor vehicle offence, the employee may be subject to reassignment or discipline, up to and including termination.

**Attachment A2**  
**COLORADO WORKS ELIGIBILITY AFFIDAVIT**

The Affidavit below must be completed by anyone who is 18-years or over in a household for which reimbursement will be requested.

(Remainder of Page Intentionally Blank)



## Colorado Works Eligibility Affidavit

### Receipt of Colorado Works (TANF):

\_\_\_\_\_ I am currently receiving Colorado Works (TANF) Basic Cash Assistance  
\_\_\_\_\_ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance  
from any Colorado County

### Residency in the United State (Please check one box below):

\_\_\_\_\_ I am citizen of the United States, or  
\_\_\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_\_\_ I can verify lawful presence in the United States, pursuant to state law, or  
\_\_\_\_\_ None of the above

### Family Income (Income from all family members living at your address who are 18 and over):

\_\_\_\_\_ Less than \$75,000/year  
\_\_\_\_\_ Greater than \$75,000/year

### Family:

# of adult (18 and over) members in household \_\_\_\_\_  
# of children (under age 18) \_\_\_\_\_  
# of biological or legally adopted children (under age 18) who do not live in your house \_\_\_\_\_

### Race/Ethnicity (Optional):

White \_\_\_\_\_ Black/African American \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_ Asian \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Other: (Please specify) \_\_\_\_\_

**Ethnicity (Optional):** Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

### AFFIDAVIT

I, \_\_\_\_\_, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

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

## Attachment A3 FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENT PROGRAM PARTICIPANTS

**The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.**



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

690 Kipling Street  
Denver, CO 80215  
(303) 239-4201 | [www.colorado.gov/cbi](http://www.colorado.gov/cbi)

### Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	<a href="https://enroll.identogo.com/workflow/25YR99">https://enroll.identogo.com/workflow/25YR99</a>	\$39.50 CBI fee + \$10.00 IdentoGo fee	25YR99	Visit <a href="https://enroll.identogo.com/workflow/25YR99/hardcard/hio">https://enroll.identogo.com/workflow/25YR99/hardcard/hio</a> for instructions.
Colorado Fingerprinting	<a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>	\$39.50 CBI fee + \$10.00 Colorado Fingerprinting fee	None	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16th St, 8th Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- Fingerprints and CABS: <https://www.colorado.gov/pacific/cbi/employment-background-checks>
- Vendor Management Program: <https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program>

700 Kipling Street Suite 1000, Lakewood, CO 80215 [cdpsweb.state.co.us](http://cdpsweb.state.co.us)  
Jared Polis, Governor | Stan Hilkey, Executive Director



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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Erin Johnson, Assistant Director

**DESCRIPTION:** Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services for \$171,342.00

**SUMMARY:** The Department of Human Services (Department) collaborates with Arapahoe/Douglas WORKS! (ADW) for Employment First case management services. Employment First is the work requirement component of the federal SNAP or Food Assistance Program.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC- IGA- Arapahoe Douglas Works  
Employment First- 25-26

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “this Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado (“Douglas”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado (“Arapahoe”). Both Counties hereinafter referred to as the “Parties”.

### RECITALS

**WHEREAS**, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Agreement with one another to provide any function or service lawfully authorized to each of them; and

**WHEREAS**, Arapahoe and Douglas Counties, in their capacity as a County Human Services Agency, is responsible for the administration of various human services programs including the Federal SNAP (Supplemental Nutrition Assistance Program) and a component of SNAP is the provision of employment services (Employment First) to certain participants; and

**WHEREAS**, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

**WHEREAS**, Arapahoe, through its Arapahoe/Douglas Works Division (“ADW”) of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including SNAP recipients; and

**WHEREAS**, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Agreement,

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

1. ADW will provide Employment First case management services for Douglas Employment First program participants referred to ADW by Douglas County Human Services as more particularly described in the Scope of Work attached hereto as “Exhibit A” and incorporated herein.

2. The term of this IGA shall be from July 1, 2025, through September 30, 2026, unless sooner terminated or otherwise extended.

3. Douglas agrees to pay Arapahoe an amount not to exceed \$171,342.00 (One Hundred Seventy-One Thousand, Three-Hundred and Forty-Two Dollars) as the maximum IGA expenditure under this Agreement in accordance with Exhibit C, Method of Payment, Item G, subitem c, contained herein. Douglas County’s share of the Employment First Case Management

= prevailing Colorado Department of Human Services Information Memo for Employment First County allocations, so long as the Douglas County share does not exceed \$70,180.00 (Seventy Thousand, One-Hundred and Eighty Dollars). Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas shall pay said invoice within 30 days of receipt. All expenditures are subject to appropriation of funds. Douglas may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe under this Agreement.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Agreement.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. To the extent authorized by law, Arapahoe shall defend, indemnify, and hold harmless Douglas County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from services provided by Arapahoe in relation to this IGA. To the extent authorized by law, Douglas shall defend, indemnify, and hold harmless Arapahoe County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from the actions of Douglas in relation to this IGA.

8. Arapahoe and Douglas understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.

9. In connection with the services provided pursuant to this Agreement, Arapahoe shall not discriminate against any Douglas Employment First participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

10. All records remain the property of the Douglas County Department of Human Services. Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Agreement shall be confidential. Documents shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential files must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data. Arapahoe agrees that, upon request of Douglas, at any time during the term of this Agreement, or four (4) years thereafter, it will make full disclosure to Douglas and make available for inspection and audit upon request Douglas, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. Under this item, records refer to the support documentation for expenses invoiced to Douglas and paid to Arapahoe. Arapahoe will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by Douglas until receipt of a release from said hold.

11. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty days' written notice to the other party of such termination and specifying the effective date of such termination. Arapahoe shall be entitled to receive compensation in accordance with this Agreement for services completed pursuant to this Agreement prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

Notices to be provided under this IGA shall be given in writing and either delivered personally during normal business hours to the appropriate office below, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative.

To Douglas:	Ruby Richards, Director <a href="mailto:rarichar@douglas.co.us">rarichar@douglas.co.us</a> Douglas County Human Services 4400 Castleton Court Castle Rock, CO 80109 Telephone: (303) 814-5395 Facsimile: (877) 285-8988
With a Copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Phone: 303-660-7414
With a Copy to:	Erin Johnson Department of Human Services 4400 Castleton Court Castle Rock, CO 80109 <a href="mailto:Ejohnso1@douglas.co.us">Ejohnso1@douglas.co.us</a> Phone: (303) 814-5359
To Arapahoe:	Katherine Smith, Director of Community Resources <a href="mailto:ksmith@arapahoegov.com">ksmith@arapahoegov.com</a> Arapahoe County Plaza 1690 W. Littleton Blvd Littleton, CO 80120
With a Copy to:	Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80120

12. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

13. **BADGE ACCESS TO COUNTY FACILITIES:** This Contract may require access to various Douglas County facilities, including human services, law enforcement and judicial buildings that may contain Criminal Justice Information (CJI). Accordingly, Douglas County will conduct prescreening background checks for Arapahoe and its personnel. These background checks will be managed by Douglas.

If access to secure areas of the Human Services building is required under this Contract, it is Arapahoe's responsibility to ensure that all applicable personnel complete the required fingerprinting and background checks with passing results.

Prior to badge access being granted to any Douglas County facility, Arapahoe and its personnel must successfully complete both a state and federal fingerprint-based background check.

Depending on the nature of access, Arapahoe and its personnel may also be required to execute a Criminal Justice Information Services (CJIS) Security Addendum.

These background check and badging requirements will only apply if access to secure areas is necessary for the performance of services under this Contract.

Costs associated with fingerprinting and background checks are reimbursable under this Contract.

14. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the activities conducted under this Agreement by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

15. [RESERVED]

16. **SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

17. **NO THIRD PARTY BENEFICIARIES:** 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 parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

18. **CONFLICT OF INTEREST:** Parties agree that no official, officer or employee of Douglas shall have any personal or beneficial interest whatsoever in the services or property described herein, and Arapahoe further agrees not to hire, pay, or contract for services of any official, officer or employee of Douglas. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Arapahoe by placing Arapahoe's own interests, or the interest of any party with whom Arapahoe has a contractual arrangement, in conflict with those of County. Specifically, Arapahoe will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human

Services client. Providing services when a known or potential client conflict exists without previously informing the Authorized Representative and receiving approval, may be deemed BREACH OF AGREEMENT.

19. **BREACH OF AGREEMENT:** Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to any or all of the following: legal action, termination of Agreement, any additional applicable legal remedies available to Douglas, and/or reimbursement to Douglas for costs associated with the breach of Agreement. Arapahoe's liability is limited to the amount of any sanction(s) or penalty(ies) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely and proper required action in compliance with program requirements and/or this Agreement. Reimbursement is due and owing even if for some reason no subsequent payment exists.

(Remainder of Page Intentionally Blank)



**IN WITNESS WHEREOF**, Douglas and Arapahoe have executed this Agreement as of the above date.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ARAPAHOE**

**BY:** \_\_\_\_\_  
Katherine Smith, Director of Community Resources  
Authorized by Arapahoe Board of County Commissioners

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      **SS.**

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**  
**GENERAL SCOPE OF SERVICES**

Arapahoe agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

I. Arapahoe shall:

A. Conducting Business

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided, Arapahoe may not release any information about the program and its applicants.
- b. Be able to proceed with the following staff identification and assignment process:
  - i. Complete whatever requirements are needed internal to Arapahoe's own organization.
  - ii. Fulfill fingerprinting requirements in accordance with Term 13 of the Intergovernmental Agreement (IGA) and Attachment 2, both of which are incorporated into this Agreement.
  - ii. Allow Douglas County staff to meet with the candidate(s).  
If potential staff assignment is acceptable to both Arapahoe and Douglas, make an offer or assignment change contingent upon successful completion of a: a) drug test, b) fingerprint background check, and c) Department review of Trails (Colorado's child welfare computer system) and CAPS (Colorado's adult protection computer system). (See Attachment A1.)
  - iv. Results of each item listed in A. b. ii. above will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.
  - v. Note that staff may not begin any casework or receive any user IDs/temporary passwords for any system access until Douglas approval per A. c. iv. above is done.
- c. Arapahoe will notify the Department if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- d. All client (or provider/third party, if applicable) paperwork, records and data must be stored on Douglas's network or ingested in Douglas's electronic content management (ECM) system(s) no later than within three (5) business days of receipt. County will provide training as needed for the ECM system(s).
- e. Utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated.
- f. All client data must be sent via secure County email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by the Department in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third party mail delivery company without prior approval. Client

communication may be sent via text message following County approval or using County issued devices or tools. Arapahoe staff will timely follow-up with all system or computer access issues or needs by contacting [DHSsecurity@douglas.co.us](mailto:DHSsecurity@douglas.co.us) or Douglas County Support Desk. Arapahoe shall notify the Department immediately: 1) if an employee accesses any County, State or third party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, County or third party systems. County reserves the right to end access to any or all State, County or third party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.

- g. Douglas will provide Arapahoe staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email will also allow for Arapahoe to use Douglas's secure email feature and secure file transfer tool.
- h. Arapahoe will use Douglas's email and network for all client related work. If Arapahoe is not in a County building, Arapahoe will be set-up with the needed access to the Douglas virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
- i. Maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8 a.m. to 5 p.m. Contract management will respond to emails or phone calls from the Department on Fridays, in the event of an emergency. Reasonable holiday, emergency, and weather closures are permitted. Arapahoe will be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 48 clock hours excluding weekends, holidays, or closures.
- j. Cooperate with community partners, providers and County staff as reasonable and appropriate to achieve program requirements and quality customer service.
- k. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
- l. Notify Douglas in writing of any change in the persons authorized to bind the Contract.
- m. Not subcontract this work to any other entity.
- n. Attend program oversight meetings throughout the course of any resulting contract. Meeting frequency will be determined by Douglas Program Manager, or at Arapahoe request.
- o. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Human Services Director. Not present to any entity that Arapahoe makes policy or funding decisions on behalf of Douglas or Department. Arapahoe shall not engage in any form of lobbying on behalf of Douglas. Arapahoe may be asked to join a Department staff member at a meeting/conference, or to attend on the Department's behalf. However, Arapahoe may not vote on behalf of Douglas, commit County resources, or otherwise obligate Douglas. Arapahoe may not use Douglas's logo on any materials unless approved in writing by Douglas.

- p. Consistently collect client feedback and provide the results to the Department on at least an annual basis. The Department may provide a survey and/or data collection tool.
- q. Arapahoe will only use forms, templates, releases and other case related materials approved in advance by the Department. All vendor forms will be included in the written operating procedures mentioned in B. e. below. Any requests for new forms, or modifications to existing forms must be approved in advance in writing by the Program Manager.
- r. Arapahoe will stay apprised of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; changes in computer system requirements; and changes in data collection requirements.

#### B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation.
- b. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act; State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) Arapahoe and personnel are asked to complete any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS. Arapahoe is responsible for ensuring their staff timely and adequately complete all training outlined in the Contract. Incomplete or untimely training will result in that individual's access being suspended, and no work outlined in the Contract can be performed by this person or submitted for reimbursement unless or until the required training is done.
- c. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, County, and third party computer system.
- d. Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by Douglas and be in place within 15 calendar days from the start date of the Contract.
- e. Contact the Department's Program Integrity Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.
- f. Provide Douglas a copy of Arapahoe's Single Audit annually.

#### C. Case Management

- a. Complete all data entry, including case comments, into the Colorado Benefits Management System (CBMS) within 5 business days.
- b. Emails and text messages do not have to be transferred into a CBMS case comment or ingested into Douglas's ECM system(s) if they are part of a general case interaction and are captured generally in a status CBMS case comment.

However, 1) for all emails or texts in which a civil rights allegation is made, Arapahoe will contact the Department immediately to determine how these communications will be addressed. If emails and text messages are expected to be saved into the Department's ECM system(s), it will be done in 5 business days.

- c. Arapahoe's supervisory and line staff must be able to timely complete all State required CBMS training, remain current with all CBMS changes, and correctly use the system.
- d. Conduct client orientations to familiarize recipients with the rules, regulations, expectations, services and supports in the Employment First program. Be available to clients to answer questions, address case concerns, provide information and referrals, accept written documentation and provide excellent customer service.
- e. Provide case management, crisis intervention, information and referral services for all clients as appropriate.
- f. Once a referral is made, Arapahoe will conduct an initial assessment, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. These assessments may vary in form or format based on State source system design or program requirements. Assessments will lead Arapahoe to develop appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Plans. Individual Plans will be completed at the initial meeting between Arapahoe and their client. It is recommended that this meeting occur within fifteen (15) days from the date that the assessment was completed but must occur no later than the thirtieth day following the date the assessment was completed.
- g. Develop Individual Plans, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. Individual Plans are entered into the Colorado Benefits Management System (CBMS).
- h. Encourage and promote clients' ability to successfully meet Individual Plan terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.
- i. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client is resolving such issues and encouraging appropriate conflict resolution strategies.
- j. Establish meeting times with clients on a weekly, semi-monthly, monthly or other frequency adequate to meet the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
- k. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with the Department and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
- l. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with

community partners are put in place when authorization to release information has been signed by client.

- m. Complete referrals on behalf of clients needing additional assistance from the Department, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
- n. Attend program oversight and contract monitoring meetings. Program oversight meetings may include discussion of: 1) progress toward achieving outcomes, 2) caseload volume and statistical data, 3) customer service concerns, 4) case audits, and overall status of the program. Contract monitoring meetings may include a discussion of any element the executed contract, e.g., timeliness or accuracy of invoices, ongoing performance compared to performance measures outlined, turnover, and are not intended to address case specific issues.
- o. Ensure that all client cases follow Fair Labor Standards Act (FLSA) regulations, and that Arapahoe accurately determines and enters calculations and payments.
- p. Notify Department immediately of any potential client appeals, consumer complaints, Arapahoe employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support Douglas and Department in any dispute resolution process that may occur.

#### D. Work Locations, Facilities and Space

- a. Arapahoe location(s) must have reasonable accommodations in place and maintain adequate space, staff and operations throughout the Contract that maintain client confidentiality. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system(s), and any other needed third-party systems, and be able to support its own infrastructure.

#### E. Staffing Requirements

- a. Staff will be dedicated to this project at the time the contract is initiated, and coverage must be provided for these services without regard to staff turnover. Arapahoe will recruit and train staff as needed within a reasonable timeframe.

### II. The Department of Human Services shall:

- a. Provide Arapahoe with access to the State, County and third-party computer systems as necessary.
- b. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.
- c. Manage all civil rights complaints.

- d. Monitor Arapahoe's performance which includes, but may not be limited to:
  - i. customer service with both clients and other stakeholders,
  - ii. evaluation of complaints and resolution,
  - iii. review of billing processes and determination of allowable of expenses,
  - iv. review overall contract compliance, and
  - v. review of case work as deemed necessary.

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**Exhibit B**  
**REQUIREMENTS FOR EMPLOYMENT FIRST SERVICES**

Arapahoe will provide client and provider services related to the Employment First program. Client services are predominantly employment development case management in nature, and provider services are predominantly related to employer site development and site assignment. In this Exhibit “Department” refers to the Douglas County Department of Human Services.

**A. Employment First Eligibility**

- a. The Department will determine SNAP eligibility and forward Employment First referrals to ADW.

**B. Case Manager Services**

- a. Develop and provide all of the following for new and ongoing participants:
  - i. Assessment of job history, skills, and readiness, and overall barriers to obtaining and retaining employment,
  - ii. Program orientation (that includes a review of the “exemption” and “disqualification” processes),
  - iii. Services that focus on job search, referral and placement,
  - iv. Interview skills and resume writing,
  - v. Soft skills training to include appropriate workplace conduct and communication,
  - vi. Short-term certification training in targeted industries and occupations, and
  - vii. Time management and planning.
- b. Attempt to identify an adequate number and type of workfare sites with a reasonable number or percent that are within Douglas County or within a reasonable commute for people who must use public transportation. Develop these relationships and ensure any required paperwork is completed and maintained.
- c. Coordinate between the Food Assistance and Colorado Works eligibility staff as needed. Provide other reimbursable supportive services consistent with Department approved procedures. (Client expenses that are not adequately documented or are not reimbursable per State rule will not be reimbursed to Arapahoe. The amount budgeted for client transportation and supportive services are noted in Exhibit C, and are part of the overall Agreement maximum.)
- d. Address and resolve all participant program appeals and worksite grievances.
- e. Create and maintain participant files that adequately address Department, County, State, and Federal program requirements and that meet reasonable audit standards. Arapahoe shall maintain documentation for four (4) years. Participant files include, but may not be limited to:
  - i. Signed and dated releases and work plans,
  - ii. Job search hours,
  - iii. Requests and approvals for supportive services (which may require the collection of receipts), and
  - iv. Workfare and employer site records
- f. Determine the type of participation in accordance with all rules and regulations.



- g. Work reports timely and accurately to ensure correct program participation and enhanced funding.

C. Business Development Services

- a. Business Developer will be dedicated part-time to recruit and develop relationships with businesses specifically in Douglas County. Eleven core services to businesses will be offered, such as hiring events, job fairs, screening and training services.
- b. Business recruitment will be targeted: 1) in certain industries that have high growth projections and high demand, and for which ADW will begin to develop clients' skills and training for these industries, and 2) in industries that would most likely have a need to access and employ our inventory of job seekers and program participants.
- c. Business Developer will plan, coordinate and facilitate job fairs.
- d. These services are expected to increase job placements, wages at placement and job retention.
- e. Complete a monthly report.

F. Case Reviews

- a. Arapahoe will review at least two (2) cases per month. Should any findings occur, case corrections are to be made within five (5) business days.
- b. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested. If an audit or review results in a corrective action plan, Arapahoe shall develop such plan, obtain County approval, and implement it by the defined deadline. If such an audit or review results in a financial penalty for Douglas, Arapahoe shall be expected to reimburse the Department. Arapahoe's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely required action in compliance with program requirements and/or this contract.

G. Outcomes and Reporting

- a. Maintain a processing timeliness standard of 95% and a case quality standard of 95% or better. Manual HSCARES entries, if required, must be 100% accurate, and all ECM system(s) ingestion must be 100% accurate.
- b. As part of a complete invoice, Arapahoe will provide the monthly report. Complete a monthly report which shall include:
  - a. Number of referrals received for the month.
  - b. Current caseload count and list
  - c. Number of cases closed in an invoice month
  - d. Case closure reason and/or outcome
- c. Arapahoe will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report must include:
  - a. Summary of services provided,

- b. Number of clients served,
- c. Participant outcomes
- d. Any additional qualitative goals, measures or information relevant to the services provided.

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**Exhibit C**  
**METHOD OF PAYMENT**

- A. Arapahoe shall invoice monthly for services rendered pursuant to Exhibit B. No pre-payments or advances will be made.
- B. Arapahoe shall generate a complete invoice monthly that is sufficiently detailed as outlined by Douglas to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.
- C. The invoice will be posted to Douglas' OneDrive folder. A complete invoice is defined as:
- a. Invoice completed, printed off and signed (any sales tax notated on invoice),
  - b. Supporting expense documentation for all services is as follows:
    - i. At least once a quarter, the Department may select an expense within 2 business days of invoice receipt and require all back-up documentation within 4 business days of the selection.
    - ii. Should the random expense back-up reviews not produce reasonable documentation the Department will notify ADW, and may result in non-payment. The Department may revert to requiring back-up documentation for every expense every month depending on random review results.
  - c. Completed monthly report
  - d. Completed monthly case reviews
- D. Arapahoe may invoice Douglas as follows for Employment First:

<b>Funding</b>	<b>Amount</b>	<b>Permitted Uses</b>	<b>Non-Permitted Uses</b>	<b>Cost Distribution Methodology</b>
100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50% Administrative	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
80%/20% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party;	

<b>Funding</b>	<b>Amount</b>	<b>Permitted Uses</b>	<b>Non-Permitted Uses</b>	<b>Cost Distribution Methodology</b>
			optional workfare participant expenses	See item b) below this table.
50% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party; optional workfare participant expenses	See item b) below this table.
Reallocated 100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50%/50% Participant Workfare	See item a) in table below.	participant benefits for optional workfare clients	any expense for non-optional workfare participants	See item b) below this table.
50%/50% Administrative Workfare	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses for optional workfare clients	any expense for non-optional workfare participants	See item b) below this table.

G. The Parties agree that the maximum Arapahoe will invoice for each area in the table is the Douglas County designated amount listed in the prevailing Colorado Department of Human Services Information Memo for Employment First county allocations, as long as the Douglas County share does not exceed the maximum identified in Recital 3.

Arapahoe recognized these allocation amounts are subject to increases and decreases.

Douglas will provide written notice to Arapahoe when Employment First allocations change or if there is an increase in the Douglas share maximum.

- a. Douglas will apply the monthly Optional Workfare percentages provided by the Colorado Department of Human Services (CDHS) to their corresponding expenses.
- b. Any client expense which is not claimable under any of the above categories will not be paid unless prior written approval is obtained from Douglas. This item would be specifically highlighted in the invoice as such and include the prior written approval.

c.

#	Services	Budget
1	Employment First Allocation	\$161,342.00
2	Douglas Share of the Employment First Allocation	\$70,180.00
3	Funds may be used as follows: To accommodate an increase in the allocation as published by the Colorado Department of Human Services (CDHS) via an Information Memo, if the State increases the allocation within the fiscal year of this IGA, an Amendment to this IGA is not required so long as the maximum IGA expenditure is not surpassed. The effective date of the allocation increase is the date of the CDHS Information memo or the date specified within the Information Memo.	\$10,000.00
4	Maximum IGA Expenditure	\$171,342.00

H. For Business Development, only that person's salary and benefits may be invoiced in conjunction with activities performed that related to Employment First clients.

I. No computer hardware or software may be purchased under this Agreement.

J. In the event that any costs are shared by multiple clients or a cost is shared across two or more Agreements with Douglas County, Arapahoe must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Agreement. Arapahoe may not bill Douglas for any cost, fee or expense not outlined above.

K. If Arapahoe elects to simultaneously use any of the same staff people for this Agreement as another Agreement with the Department, Arapahoe must provide documentation that clearly identifies that Arapahoe is not receiving more reimbursement for that expense than the appropriate share for each Agreement.

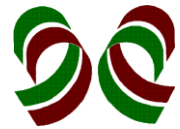
L. Invoices must be submitted by the 15<sup>th</sup> of each month subsequent to the month services were provided. Invoices and all back-up documentation will be uploaded to the Department's OneDrive folder. Arapahoe will email [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

M. Complete invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of Agreement.

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**Attachment 1**  
**DEPARTMENT'S BACKGROUND CHECK POLICY**

(See following 3 pages.)



## Douglas County Department of Human Services

<b>Policy Name</b>	Background Checks
<b>Supersedes</b>	N/A
<b>Effective Date</b>	
<b>Director's/Designee's Approval &amp; Date</b>	

### A. Policy Statement

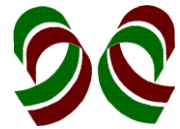
1. The Douglas County Department of Human Services staff provide supports and services to vulnerable children, adults, and their families. As such, Douglas County Department of Human Services mandates background checks for all employees and contractors that surpass county and state requirements. Additionally, employees may be subject to reassignment or discipline, up to and including termination, for any arrest, charge, conviction, or finding which calls into question their ability to work safely with vulnerable clients. Contractors who do not pass the background check will not be able to begin working or will be removed from their Douglas assignment as appropriate.
2. The Department may be required to make a law enforcement referral on an employee or contractor depending on the facts.

### B. Definitions

1. CAPS is the Colorado Adult Protective Services (APS) data system.
2. CCU is the CAPS Check Unit at the State Department of Human Services
3. Direct Care or Direct Contact of at-risk adults and children includes anyone who provides services or supports. Direct Care or Direct Contact includes case management, protective services, physical care, mental health services, or any other service necessary for the at-risk adult or child's health, safety, or welfare.
4. Trails is the Child Welfare Case Management System.

### C. Procedure

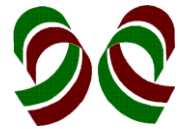
1. All human service employees or contractors shall be required to submit to enhanced background checks as follows:
  - a. Fingerprint and name-based criminal background check at the time of hire, allowing Colorado Bureau of Investigations (CBI) to update the Douglas County Department of Human Services upon any arrest, charge, or conviction as reported to CBI.



## Douglas County Department of Human Services

- b. Additional criminal background checks at any time during employment, whether random or upon suspicion the employee has engaged in criminal activity.
  - c. Department of Motor Vehicles Records at the time of hire and annually thereafter.
  - d. Trails and CAPS name search for substantiated abuse, neglect of a child or adult, or exploiting an at-risk adult. Such background checks shall be completed at the time of hire and annually thereafter.
- 2. Douglas County Department of Human Services must register with the CCU and receive a unique CAPS Check Employer ID# in order to complete CAPS checks for Adult Protection staff.
  - a. The employee must complete and sign the State Written Authorization form prior to completing the CAPS check.
  - b. The State Written Authorization form shall be kept in the employee's personnel file.
  - c. A positive CAPS match must include all four criteria:
    - i. Substantiated finding must have been made after July 1, 2018.
    - ii. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
    - iii. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
    - iv. The finding was either not appealed or the Appeal Status is one of the following:
      - 1. Under Appeal,
      - 2. Upheld,
      - 3. Upheld – Modified,
      - 4. Upheld – Abandoned,
      - 5. Upheld – Settlement Conditions Not Met,
      - 6. Expunged – Time delayed, or
      - 7. Modified Expunged – Time delayed
  - d. Prior to receiving CAPS access for a new APS employee, the APS Manager must submit a CAPS Support ticket requesting CAPS access and must attest they have completed the CAPS background check.
- 3. A positive Trails match must include the following:
  - a. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
  - b. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
  - c. The finding was either not appealed or the Appeal Status is one of the following:





## Douglas County Department of Human Services

- i. Under Appeal,
  - ii. Upheld,
  - iii. Upheld – Modified,
  - iv. Upheld – Abandoned,
  - v. Upheld – Settlement Conditions Not Met,
  - vi. Expunged – Time delayed, or
  - vii. Modified Expunged – Time delayed
4. Any finding of a criminal, civil or motor vehicle arrest, charge, conviction, or finding which calls into question the employee's ability to safely transport or work with vulnerable clients will be reported to the employee's supervisor, department administrator, and agency director for review and consideration.
5. Upon a finding, by the preponderance of the evidence, that the employee engaged in the alleged criminal, civil or motor vehicle offence, the employee may be subject to reassignment or discipline, up to and including termination.

## Attachment 2

# FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENT PROGRAM PARTICIPANTS

The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

690 Kipling Street  
Denver, CO 80215  
(303) 239-4201 | [www.colorado.gov/cbi](http://www.colorado.gov/cbi)

### Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	<a href="https://uenroll.idento.com/workflows/25YR99">https://uenroll.idento.com/workflows/25YR99</a>	\$39.50 CBI fee + \$10.00 IdentoGo fee	25YR99	Visit <a href="https://uenroll.idento.com/workflows/25YR99/hardcard/bio">https://uenroll.idento.com/workflows/25YR99/hardcard/bio</a> for instructions.
Colorado Fingerprinting	<a href="http://www.coloradofingerprinting.com/cabi/">http://www.coloradofingerprinting.com/cabi/</a>	\$39.50 CBI fee + \$10.00 Colorado Fingerprinting fee	None	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16 <sup>th</sup> St, 8 <sup>th</sup> Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- Fingerprints and CABS: <https://www.colorado.gov/pacific/cbi/employment-background-checks>
- Vendor Management Program: <https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program>

700 Kipling Street Suite 1000, Lakewood, CO 80215 [cdpsweb.state.co.us](http://cdpsweb.state.co.us)  
Jared Polis, Governor | Stan Hilkey, Executive Director



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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Erin Johnson, Assistant Director

**DESCRIPTION:** Intergovernmental Agreement Between Arapahoe and Douglas Counties for Temporary Assistance for Needy Families in the Amount of \$200,000.00.

**SUMMARY:** The Department of Human Services (Department) collaborates with Arapahoe/Douglas WORKS! (ADW) for Temporary Assistance for Needy Families (TANF) case management services, which includes a Youth Employment program for TANF-eligible individuals.

**RECOMMENDED  
ACTION:** Approve and sign.

**REVIEW:**

Ruby Richards	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

DC-IGA- Arapahoe Douglas Works-TANF 25-26

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “this Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado (“Douglas”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado (“Arapahoe”). Both Counties hereinafter referred to as the “Parties”.

### **RECITALS**

**WHEREAS**, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Agreement with one another to provide any function or service lawfully authorized to each of them; and

**WHEREAS**, Arapahoe and Douglas Counties, in their capacity as a County Human Services Agency, are responsible for the administration of various human services programs including the Federal TANF (Temporary Assistance to Needy Families) program also known as “Colorado Works” and a component of the TANF/Colorado Works program is the provision of training and services to participants to assist these individuals in obtaining employment; and

**WHEREAS**, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

**WHEREAS**, Arapahoe, through its Arapahoe/Douglas Works Division (“ADW”) of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including TANF recipients; and

**WHEREAS**, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Agreement,

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

1. ADW will provide TANF case management services for Douglas TANF program participants referred to ADW by Douglas County Human Services as more particularly described in the Scope of Work attached hereto as “Exhibit A” and incorporated herein.

2. The term of this IGA shall be from July 1, 2025, through June 30, 2026, unless sooner terminated or otherwise extended.

3. Douglas agrees to pay Arapahoe an amount not to exceed \$200,000.00 (Two Hundred Thousand Dollars) as reimbursement for services provided herein as follows: 1) TANF

Basic Cash Assistance Case Management 2) TANF Youth Employment Case Management. Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas shall pay said invoice within 30 days of receipt. All expenditures are subject to appropriation of funds. Douglas County may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe County under this Agreement.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Agreement.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. To the extent authorized by law, Arapahoe shall defend, indemnify, and hold harmless Douglas County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from services provided by Arapahoe in relation to this IGA. To the extent authorized by law, Douglas shall defend, indemnify, and hold harmless Arapahoe County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from the actions of Douglas in relation to this IGA.

8. Arapahoe and Douglas understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.

9. In connection with the services provided pursuant to this Agreement, Arapahoe shall not discriminate against any Douglas TANF participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

10. All records remain the property of the Douglas County Department of Human Services. Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Agreement shall be confidential. Documents shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential files must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data. Arapahoe agrees that, upon request of Douglas, at any time during the term of this Agreement, or four (4) years thereafter, it will make full disclosure to Douglas and make available for inspection and audit upon request Douglas, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. Under this item, records refer to the support documentation for expenses invoiced to Douglas and paid to Arapahoe. Arapahoe will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by Douglas until receipt of a release from said hold.

11. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty days' written notice to the other party of such termination and specifying the

effective date of such termination. Arapahoe shall be entitled to receive compensation in accordance with this Agreement for services completed pursuant to this Agreement prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

Notices to be provided under this IGA shall be given in writing and either delivered personally during normal business hours to the appropriate office below, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative.

To Douglas:	Ruby Richards, Director <a href="mailto:rarichar@douglas.co.us">rarichar@douglas.co.us</a> Douglas County Human Services 4400 Castleton Court Castle Rock, CO 80109 Telephone: (303) 814-5395 Facsimile: (877) 285-8988
With a Copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Phone: 303-660-7414
With a Copy to:	Erin Johnson Department of Human Services 4400 Castleton Court Castle Rock, CO 80109 <a href="mailto:Ejohnso1@douglas.co.us">Ejohnso1@douglas.co.us</a> Phone: (303) 814-5359
To Arapahoe:	Katherine Smith, Director of Community Resources <a href="mailto:ksmith@arapahoe.gov">ksmith@arapahoe.gov</a> Arapahoe County Plaza# 1690 W. Littleton Blvd Littleton, CO 80120
With a Copy to:	Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80120

14. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

15. This Contract may require access to various Douglas County facilities, including human services, law enforcement and judicial buildings that may contain Criminal Justice Information (CJI). Accordingly, Douglas County will conduct prescreening background checks for Arapahoe and its personnel. These background checks will be managed by Douglas.

If access to secure areas of the Human Services building is required under this Contract, it is Arapahoe's responsibility to ensure that all applicable personnel complete the required fingerprinting and background checks with passing results.

Prior to badge access being granted to any Douglas County facility, Arapahoe and its personnel must successfully complete both a state and federal fingerprint-based background check.

Depending on the nature of access, Arapahoe and its personnel may also be required to execute a Criminal Justice Information Services (CJIS) Security Addendum.

These background check and badging requirements will only apply if access to secure areas is necessary for the performance of services under this Contract.

Costs associated with fingerprinting and background checks are reimbursable under this Contract.

16. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the activities conducted under this Agreement by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

17. [RESERVED]

18. 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.

19. 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 parties, 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.

20. CONFLICT OF INTEREST: Parties agree that no official, officer or employee of Douglas shall have any personal or beneficial interest whatsoever in the services or property described herein, and Arapahoe further agrees not to hire, pay, or contract for services of any official, officer or employee of Douglas. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Arapahoe by placing Arapahoe's own interests, or the interest of any party with whom Arapahoe has a contractual arrangement, in conflict with those of County. Specifically, Arapahoe will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential client conflict exists without previously informing the Authorized Representative and receiving approval, may be deemed BREACH OF AGREEMENT.

21. BREACH OF AGREEMENT: Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to any or all of the following: legal action, termination of Agreement, any additional applicable legal

remedies available to Douglas, and/or reimbursement to Douglas for costs associated with the breach of Agreement. Arapahoe's liability is limited to the amount of any sanction(s) or penalty(ies) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely and proper required action in compliance with program requirements and/or this Agreement. Reimbursement is due and owing even if for some reason no subsequent payment exists.

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**IN WITNESS WHEREOF**, Douglas and Arapahoe have executed this Agreement as of the above date.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ARAPAHOE**

**BY:** \_\_\_\_\_  
Katherine Smith, Director of Community Resources  
Authorized by Arapahoe Board of County Commissioners

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      **SS.**

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**

Arapahoe agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

Arapahoe will work with families to establish initial and ongoing Colorado Works case management services for single-parent and two-parent families. The Department will determine eligibility for Basic Cash Assistance (BCA) clients. TANF eligibility is outlined below. The Department has determined that minimally TANF purposes i. and ii. are addressed by the services outlined in this Exhibit.

Temporary Assistance to Needy Families (TANF) permits the use of federal funds as long as they relate to one or more of the four federal purposes:

- i. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
- ii. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- iii. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
- iv. To encourage the formation and maintenance of two-parent families.

#### **I. Arapahoe shall:**

##### **A. Conducting Business**

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided, Arapahoe may not release any information about the program and its applicants.
- b. Be able to proceed with the following staff identification and assignment process:
  - a. Complete whatever requirements are needed internal to Arapahoe's own organization.
  - b. Fulfill fingerprinting requirements in accordance with Term 15 of the Intergovernmental Agreement (IGA) and Attachment 4, both of which are incorporated into this Agreement.
  - c. Allow Douglas County staff to meet with the candidate(s). If potential staff assignment is acceptable to both Arapahoe and Douglas, make an offer or assignment change contingent upon successful completion of a: a) drug test, b) fingerprint background check, and c) Department review of Trails (Colorado's child welfare computer system) and CAPS (Colorado's adult protection computer system). (See Attachment A1.)
  - d. Results of each item listed in A. b above will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.

- e. Note that staff may not begin any casework or receive any user IDs/temporary passwords for any system access until Douglas approval per A. d. above is done.
- c. Arapahoe will notify the Department if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- d. All client (or provider/third party, if applicable) paperwork, records and data must be stored on Douglas's network or ingested in Douglas's electronic content management (ECM) system(s) no later than within three (5) business days of receipt. County will provide training as needed for the ECM system(s).
- e. Utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated.
- f. All client data must be sent via secure County email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by the Department in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third-party mail delivery company without prior approval. Client communication may be sent via text message following County approval or using County issued devices or tools. Arapahoe staff will timely follow-up with all system or computer access issues or needs by contacting [DHSsecurity@douglas.co.us](mailto:DHSsecurity@douglas.co.us) or Douglas County Support Desk. Arapahoe shall notify the Department immediately: 1) if an employee accesses any County, State or third-party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, County or third party systems. County reserves the right to end access to any or all State, County or third-party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.
- g. Douglas will provide Arapahoe staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email will also allow for Arapahoe to use Douglas's secure email feature and secure file transfer tool.
- h. Arapahoe will use Douglas's email and network for all client related work. If Arapahoe is not in a County building, Arapahoe will be set-up with the needed access to the Douglas virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
- i. Maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8 a.m. to 5 p.m. Contract management will respond to emails or phone calls from the Department on Fridays, in the event of an emergency. Reasonable holiday, emergency, and weather closures are permitted. Arapahoe will be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 48 clock hours excluding weekends, holidays, or closures.
- j. Cooperate with community partners, providers and County staff as reasonable and appropriate to achieve program requirements and quality customer service.

- k. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
- l. Notify Douglas in writing of any change in the persons authorized to bind the Contract.
- m. Not subcontract this work to any other entity.
- n. Attend program oversight meetings throughout the course of any resulting contract. Meeting frequency will be determined by Douglas Program Manager, or at Arapahoe request.
- o. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Human Services Director. Not present to any entity that Arapahoe makes policy or funding decisions on behalf of Douglas or Department. Arapahoe shall not engage in any form of lobbying on behalf of Douglas. Arapahoe may be asked to join a Department staff member at a meeting/conference, or to attend on the Department's behalf. However, Arapahoe may not vote on behalf of Douglas, commit Douglas's resources, or otherwise obligate Douglas. Arapahoe may not use Douglas's logo on any materials unless approved in writing by Douglas.
- p. Consistently collect client feedback and provide the results to the Department on at least an annual basis. The Department may provide a survey and/or data collection tool.
- q. Arapahoe will only use forms, templates, releases and other case related materials approved in advance by the Department. All vendor forms will be included in the written operating procedures mentioned in B. e. below. Any requests for new forms, or modifications to existing forms must be approved in advance in writing by the Program Manager.
- r. Arapahoe will stay apprised of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; changes in computer system requirements; and changes in data collection requirements.

#### B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation.
- b. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act; State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) Arapahoe and personnel are asked to complete any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS. Arapahoe is responsible for ensuring their staff timely and adequately complete all training outlined in the Contract. Incomplete or untimely training will result in that individual's access being suspended, and no work outlined in the Contract can be performed by this person or submitted for reimbursement unless or until the required training is done.

- c. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, County, and third party computer system.
  - d. Contact the Department's Program Integrity Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.
  - e. Provide Douglas a copy of Arapahoe's Single Audit annually.
- C. Applications, Re-certifications and Case Management
- a. Complete all data entry, including case comments, into the Colorado Benefits Management System (CBMS) within 5 business days.
  - b. Emails and text messages do not have to be transferred into a CBMS case comment or ingested into Douglas's ECM system(s) if they are part of a general case interaction and are captured generally in a status CBMS case comment. However, 1) for all emails or texts in which a civil rights allegation is made, Arapahoe will contact the Department immediately to determine how these communications will be addressed. If emails and text messages are expected to be saved into the Department's ECM system(s), it will be done in 3 business days.
  - c. Arapahoe's supervisory and line staff must be able to timely complete all State required CBMS training, remain current with all CBMS changes, and correctly use the system.
  - d. Conduct client orientations to familiarize recipients with the rules, regulations, expectations, services and supports in the Colorado Works program. Be available to clients to answer questions, address case concerns, provide information and referrals, accept written documentation and provide excellent customer service.
  - e. Provide case management, crisis intervention, information and referral services for all clients as appropriate.
  - f. Once a referral is made, Arapahoe will conduct an initial assessment, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. These assessments may vary in form or format based on State source system design or program requirements. Assessments will lead Arapahoe to develop appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Plans. Individual Plans will be completed at the initial meeting between Arapahoe and their client. It is recommended that this meeting occur within fifteen (15) days from the date that the assessment was completed but must occur no later than the thirtieth day following the date the assessment was completed.
  - g. Develop Individual Plans, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. Individual Plans are entered into the Colorado Benefits Management System (CBMS).
  - h. Encourage and promote clients' ability to successfully meet Individual Plan terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.
  - i. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client is resolving such issues and encouraging appropriate conflict resolution strategies.

- j. Establish meeting times with clients on a weekly, semi-monthly, monthly or other frequency adequate to meet the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
- k. Ensure all documents necessary to maintain program compliance, and other necessary case documentation, are obtained, recorded and maintained in databases, including but not limited to CBMS, the Department's internal client tracking system and the case file when required. In addition, all Workforce Development documentation will be maintained in client case files.
- l. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with the Department and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
- m. Recommend supportive service and Individual Plan bonus payments, obtain necessary documentation, and enter into CBMS.
- n. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with community partners are put in place when authorization to release information has been signed by client.
- o. Complete referrals on behalf of clients needing additional assistance from the Department, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
- p. Attend program oversight and contract monitoring meetings. Program oversight meetings may include discussion of: 1) progress toward achieving outcomes, 2) caseload volume and statistical data, 3) customer service concerns, 4) case audits, and overall status of the program. Contract monitoring meetings may include a discussion of any element the executed contract, e.g., timeliness or accuracy of invoices, ongoing performance compared to performance measures outlined, turnover, and are not intended to address case specific issues.
- q. Ensure that all client cases follow Fair Labor Standards Act (FLSA) regulations, and that Arapahoe accurately determines and enters calculations and payments.
- r. 30 days post-employment services may be provided following case closure.
- s. Notify Department immediately of any potential client appeals, consumer complaints, Arapahoe employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support Douglas and Department in any dispute resolution process that may occur.

#### D. Case Reviews

- a. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if

requested. If an audit or review results in a corrective action plan, Arapahoe shall develop such plan, obtain County approval, and implement it by the defined deadline. If such an audit or review results in a financial penalty for Douglas, Arapahoe shall be expected to reimburse the Department. Arapahoe's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely required action in compliance with program requirements and/or this contract.

E. Work Locations, Facilities and Space

- a. Arapahoe location(s) must have reasonable accommodations in place and maintain adequate space, staff and operations throughout the Contract that maintain client confidentiality. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system(s), and any other needed third-party systems, and be able to support its own infrastructure.

F. Staffing Requirements

- a. Arapahoe's case management staff will have at least one (1) year of case management experience, and supervisory staff will have at least two (2) years of case management.
- b. Staff will be dedicated to this project at the time the contract is initiated, and coverage must be provided for these services without regard to staff turnover. Arapahoe will recruit and train staff as needed within a reasonable timeframe.

G. Outcomes and Reporting

- a. In accordance with the Federal Work Participation Rate (WPR), targeted WPR goal for one-parent households working with ADW for Douglas County is 50%.
- b. WPR of 50% for all one-parent cases randomly selected in the 314 Sample Report.
- c. As part of a complete invoice, Arapahoe will provide a monthly report. Complete a monthly report which shall include:
  - i. Number of referrals received for the month, broken down by one parent and two parent
  - ii. Current caseload count and list
  - iii. Number of individuals who have gained employment for the month
  - iv. Number of individuals who have completed/obtained a new credential and what credential for the month
  - v. Number of cases closed in an invoice month
    1. Case closure reason and/or outcome
  - vi. Number of cases currently sanctioned
  - vii. Number of cases at 55 or more months of TANF
- d. Arapahoe will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying

information may be used. The report is due no later than July 17, 2026, and must include:

- i. Summary of services provided,
- ii. Number of clients served,
- iii. How service delivery was approached, and
- iv. How funds were used
- v. Identification of all TANF purposes met
- vi. At least one quantifiable measure related to the goal identified
- vii. Any additional qualitative goals, measures or information relevant to the services provided.

II. The Department of Human Services shall:

- a. Provide Arapahoe with access to the State, County and third-party computer systems as necessary.
- b. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.
- c. Manage all civil rights complaints.
- d. Monitor Arapahoe's performance which includes, but may not be limited to:
  - i. customer service with both clients and other stakeholders,
  - ii. evaluation of complaints and resolution,
  - iii. review of billing processes and determination of allowable of expenses,
  - iv. review overall contract compliance, and
  - v. review of case work as deemed necessary.

A. Basic Cash Assistance (BCA) Services

- a. Please see Attachment 3 for descriptions and service deliverables.

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## **Exhibit B**

### **REQUIREMENTS FOR YOUTH EMPLOYMENT SERVICES**

Arapahoe will provide dedicated job coach case management services to work with TANF eligible at-risk individuals and young parents (15-25 years old). This “2Gen” approach will address positive employment and wage outcomes. In this Exhibit “Department” refers to the Douglas County Department of Human Services.

Prior to beginning any work for a referred individual 18 or older, Arapahoe must verify the individual’s TANF eligibility utilizing the required information outlined in the TANF Affidavit form on a Program Application and Initial Assessment that is completed by the individual. (See Attachment 2)

#### **A. Temporary Assistance for Needy Families (TANF) Eligibility**

- a. Arapahoe will verify TANF eligibility every 6 months after initial enrollment by having the required household members (anyone 18 and over) complete a TANF Eligibility Affidavit. (See Attachment 2.)
- b. TANF eligibility is outlined in item c. below. The Department has determined that minimally TANF purposes i. and ii. in c. below are addressed by the services outlined in this Exhibit.
- c. Temporary Assistance to Needy Families (TANF) or Colorado Works program permits the use of federal funds as long as they relate to one or more of the four federal purposes:
  - i. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
  - ii. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
  - iii. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
  - iv. To encourage the formation and maintenance of two-parent families.
- d. TANF eligible clients must meet the criteria listed below:
  - i. individuals must be lawfully present (anyone receiving services 18 or older must attest to lawful presence on the program application and subsequently completed TANF Eligibility Affidavit), AND
  - ii. family gross annual income is at or below \$75,000 with a dependent child in the home, OR
  - iii. any individual or family, regardless of income, if the service/support being provided is intended to address TANF/Colorado Works purposes iii. and iv. in item c. above.
- e. Target populations are listed below with clarifications about their TANF eligibility:
  - i. Youth who are “aging out” of the foster care system
    - 1) Once youth turn 18, he/she must be otherwise TANF eligible in their own right
  - ii. Youth currently on public assistance cases with their families

- 1) Once youth turn 18, he/she must be otherwise TANF eligible in their own right
- iii. Young parents who may become involved in the public assistance system due to multiple barriers, and/or child welfare involvement.

#### B. Outcomes and Reporting

- a. Maintain a case quality standard of 90% or better. Manual HSCARES entries, if required, must be 100% accurate, and all ECM system(s) ingestion must be 100% accurate.
- b. As part of a complete invoice, Arapahoe will provide a current caseload list and a monthly report. Complete a monthly report which shall include:
  - i. Number of referrals received for the month.
  - ii. Number of individuals who have gained employment for the month
  - iii. Number of individuals who have completed/obtained a new credential and what credential for the month
  - iv. Number of cases closed in an invoice month
    - 1) Case closure reason and/or outcome
    - 2) Report may also include summary of services provided and referral sources.
- c. Arapahoe will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than July 17, 2026, and must include:
  - i. Summary of services provided,
  - ii. Number of clients served,
  - iii. How service delivery was approached, and
  - iv. How funds were used
  - v. Identification of all TANF purposes met
  - vi. At least one quantifiable measure related to the goal identified

Any additional qualitative goals, measures or information relevant to the services provided. Please see Attachment 3 for reporting, goals and measures descriptions and service deliverables.

#### C. Case Management

- a. Arapahoe will work with Douglas to create and reinforce an employment-focused perspective among all employees and community referring partners. Douglas employees will be trained on current models of employment-focused practice, communicating the message of work as the critical component to breaking the cycle of poverty, and best practices in working with youth. Arapahoe Case Manager will receive training specific to workforce development trends and best practices. Additionally, Arapahoe Case Manager will be trained on how to use a youth employment assessment tool, and interviewing and assessment skills/techniques specific to youth.
- b. Please see Attachment 3 for descriptions and service deliverables.

#### D. Direct Payments

- a. If a payment or reimbursement is made directly to a client, there is no change in the expectations about allowability or documentation as would be applied to Arapahoe themselves.
- b. All payments, whether direct payments to clients or not, are considered “non-emergency” for the purposes of this Agreement.
- c. Examples of possible direct payments include, but are not limited to, transportation, work tools, and clothing.
- d. Any direct payments to clients or request for reimbursement to Arapahoe for medical services (including behavioral health care and prescriptions), aides or devices must be discussed and pre-approved in writing by Douglas in advance.

#### E. Business Development Services

- a. Business Developer will be dedicated part-time to recruit and develop relationships with businesses specifically in Douglas County. Eleven core services to businesses will be offered, such as hiring events, job fairs, screening and training services.
- b. Business recruitment will be targeted: 1) in certain industries that have high growth projections and high demand, and for which ADW will begin to develop clients’ skills and training for these industries, and 2) in industries that would most likely have a need to access and employ our inventory of job seekers and program participants.
- c. Business Developer will plan, coordinate and facilitate job fairs.
- d. These services are expected to increase job placements, wages at placement and job retention.
- e. Complete a monthly report which shall include a summary of the work performed under the contract for the month reimbursement is being sought.

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**Exhibit C**  
**METHOD OF PAYMENT**

- A. Arapahoe shall invoice monthly for services rendered pursuant to Exhibits A and B. No pre-payments or advances will be made.
- B. Payments under this Agreement shall not exceed the maximum identified in Recital 3.
- C. Arapahoe shall generate a complete invoice monthly that is sufficiently detailed as outlined by Douglas to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.
- D. The invoice will be posted to Douglas' OneDrive folder. A complete invoice is defined as:
  - a. Invoice completed, printed off and signed;
  - b. Submission of corresponding time study,
  - c. Complete invoices will include the required deliverable(s) listed in Attachment A3,
  - d. All items listed in the Checklist below due that month:

#	Invoicing Requirements	Deliverable
1	TANF Affidavits (Youth Employment)	
2	Monthly Case Review Forms (Youth Employment)	Completed case review form
3	Time Study (both programs)	Excel Time Study
4	Monthly Report (both programs)	Arapahoe will provide a monthly report. See Exhibit A. G- Outcomes and Reporting for report details.

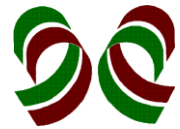
- E. Supporting expense documentation for all services is as follows:
  - a. Once a quarter, the Department may select an expense within 2 business days of invoice receipt and require all back-up documentation within 4 business days of the selection.
  - b. Should the random expense back-up reviews not produce reasonable documentation the Department will notify ADW and may result in non-payment. The Department may revert to requiring back-up documentation for every expense every month depending on random review results.
- F. For BCA, Arapahoe may invoice Douglas for any of the following expenses:
  - a. Salary and benefits
  - b. Supplies
  - c. Staff development
  - d. Mileage/travel
  - e. Program/administrative overhead
  - f. Client supportive services with backup documentation
  - g. Client training/education, certification programs, credentials, work-based learning activities, and career/skills assessments

- G. For Youth Employment, Arapahoe may invoice Douglas as follows:
- a. Salary and benefits
  - b. Supplies, Outreach Materials, Training Materials
  - c. Staff development
  - d. Mileage/travel
  - e. Cell phone
  - f. Program/administrative overhead
  - g. Client training/education, testing and certification programs, credentials, e.g., uniforms, tools, books/supplies for school or work, work-based learning activities and incentives
  - h. GED tutoring time
  - i. Client transportation, housing assistance, and other supportive services
- H. No computer hardware or software may be purchased under this Agreement.
- I. In the event that any costs are shared by multiple clients or a cost is shared across two or more Agreements with Douglas County, Arapahoe must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Agreement. Arapahoe may not bill Douglas for any cost, fee or expense not outlined above.
- J. If Arapahoe elects to simultaneously use any of the same staff people for this Agreement as another Agreement with the Department, Arapahoe must provide documentation that clearly identifies that Arapahoe is not receiving more reimbursement for that expense than the appropriate share for each Agreement.
- K. Invoices must be submitted by the 15<sup>th</sup> of each month subsequent to the month services were provided except June 2026 must be received by 12:00 noon July 7, 2026. Invoices and all back-up documentation will be uploaded to the Department's OneDrive folder. Arapahoe will email [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.
- L. Complete invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of Agreement.

(Remainder of Page Intentionally Blank)

**Attachment 1**  
**DEPARTMENT'S BACKGROUND CHECK POLICY**

(See following 3 pages.)



## Douglas County Department of Human Services

<b>Policy Name</b>	Background Checks
<b>Supersedes</b>	N/A
<b>Effective Date</b>	
<b>Director's/Designee's Approval &amp; Date</b>	

### A. Policy Statement

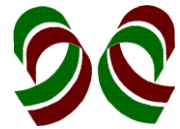
1. The Douglas County Department of Human Services staff provide supports and services to vulnerable children, adults, and their families. As such, Douglas County Department of Human Services mandates background checks for all employees and contractors that surpass county and state requirements. Additionally, employees may be subject to reassignment or discipline, up to and including termination, for any arrest, charge, conviction, or finding which calls into question their ability to work safely with vulnerable clients. Contractors who do not pass the background check will not be able to begin working or will be removed from their Douglas assignment as appropriate.
2. The Department may be required to make a law enforcement referral on an employee or contractor depending on the facts.

### B. Definitions

1. CAPS is the Colorado Adult Protective Services (APS) data system.
2. CCU is the CAPS Check Unit at the State Department of Human Services
3. Direct Care or Direct Contact of at-risk adults and children includes anyone who provides services or supports. Direct Care or Direct Contact includes case management, protective services, physical care, mental health services, or any other service necessary for the at-risk adult or child's health, safety, or welfare.
4. Trails is the Child Welfare Case Management System.

### C. Procedure

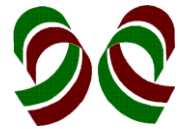
1. All human service employees or contractors shall be required to submit to enhanced background checks as follows:
  - a. Fingerprint and name-based criminal background check at the time of hire, allowing Colorado Bureau of Investigations (CBI) to update the Douglas County Department of Human Services upon any arrest, charge, or conviction as reported to CBI.



## Douglas County Department of Human Services

- b. Additional criminal background checks at any time during employment, whether random or upon suspicion the employee has engaged in criminal activity.
  - c. Department of Motor Vehicles Records at the time of hire and annually thereafter.
  - d. Trails and CAPS name search for substantiated abuse, neglect of a child or adult, or exploiting an at-risk adult. Such background checks shall be completed at the time of hire and annually thereafter.
- 2. Douglas County Department of Human Services must register with the CCU and receive a unique CAPS Check Employer ID# in order to complete CAPS checks for Adult Protection staff.
  - a. The employee must complete and sign the State Written Authorization form prior to completing the CAPS check.
  - b. The State Written Authorization form shall be kept in the employee's personnel file.
  - c. A positive CAPS match must include all four criteria:
    - i. Substantiated finding must have been made after July 1, 2018.
    - ii. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
    - iii. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
    - iv. The finding was either not appealed or the Appeal Status is one of the following:
      - 1. Under Appeal,
      - 2. Upheld,
      - 3. Upheld – Modified,
      - 4. Upheld – Abandoned,
      - 5. Upheld – Settlement Conditions Not Met,
      - 6. Expunged – Time delayed, or
      - 7. Modified Expunged – Time delayed
  - d. Prior to receiving CAPS access for a new APS employee, the APS Manager must submit a CAPS Support ticket requesting CAPS access and must attest they have completed the CAPS background check.
- 3. A positive Trails match must include the following:
  - a. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
  - b. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
  - c. The finding was either not appealed or the Appeal Status is one of the following:





## Douglas County Department of Human Services

- i. Under Appeal,
  - ii. Upheld,
  - iii. Upheld – Modified,
  - iv. Upheld – Abandoned,
  - v. Upheld – Settlement Conditions Not Met,
  - vi. Expunged – Time delayed, or
  - vii. Modified Expunged – Time delayed
4. Any finding of a criminal, civil or motor vehicle arrest, charge, conviction, or finding which calls into question the employee's ability to safely transport or work with vulnerable clients will be reported to the employee's supervisor, department administrator, and agency director for review and consideration.
5. Upon a finding, by the preponderance of the evidence, that the employee engaged in the alleged criminal, civil or motor vehicle offence, the employee may be subject to reassignment or discipline, up to and including termination.

**Attachment 2**  
**COLORADO WORKS ELIGIBILITY AFFIDAVIT**  
**FOR YOUTH EMPLOYMENT**

The form found on the next page must be completed by anyone who is 18 or over in a household for which reimbursement will be requested.

## Colorado Works Eligibility Affidavit

The Douglas County Youth Employment program is provided using Colorado Works/TANF funds which requires certain broad eligibility are met. Eligibility information collected is used specifically and only for determining eligibility. It is kept strictly confidential and will not affect the level of services provided to you. Thank you for your cooperation.

**Participant's Name:** \_\_\_\_\_

**Receipt of Colorado Works (TANF):**

\_\_\_\_ I am currently receiving Colorado Works (TANF) Basic Cash Assistance  
\_\_\_\_ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance from any Colorado County

**Residency in the United State (Please check one box below):**

\_\_\_\_ I am citizen of the United States, or  
\_\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_\_ I can verify lawful presence in the United States, pursuant to state law, or  
\_\_\_\_ None of the above

**Family Income:**

\_\_\_\_ Less than \$75,000/year      \_\_\_\_ Greater than \$75,000/year

**Family:**

# of adult (18 and over) members in household \_\_\_\_\_  
# of children (under age 18) \_\_\_\_\_

**Race/Ethnicity (Optional):**

White \_\_\_\_\_ Black/African American \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_ Asian \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Other: (Please specify) \_\_\_\_\_

**Ethnicity (Optional):** Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_

**Other current assistance:** Food Assistance/SNAP \_\_\_\_\_ TANF/Colorado Works \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

### AFFIDAVIT

I, \_\_\_\_\_, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

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

**Attachment 3**  
**SERVICES, DESCRIPTIONS AND DELIVERABLES**

#	Service	Description	Deliverable(s)
1	Referrals (Basic Case Assistance "BCA")	<p>For all referrals, make contact within five (5) workdays of receipt of the referral at least 95% of the time.</p> <p>Complete referrals on behalf of clients needing additional assistance from Douglas, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.</p>	N/A
2	Assessments (BCA)	<p>Once a referral is made, Arapahoe will conduct initial assessments, as well as ongoing assessments as needed but minimally annually, to determine client strengths and barriers to self-sufficiency.</p> <p>Assessments will lead Arapahoe to developing appropriate, individualized plans to include referrals to community partners, supportive services and a current, measurable Individual Plan (IP).</p> <p>Data entry will be complete in CBMS and documentation will be retained in Compass Pilot</p>	N/A
3	Individual Plan (IP) Development- (BCA)	<p>Develop IPs, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. IPs are entered into the Colorado Benefits Management System (CBMS).</p> <p>Encourage and promote clients' ability to successfully meet IP terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.</p> <p>Recommend supportive service and IP bonus recommendations and payments, obtain necessary documentation, and enter into CBMS.</p> <p>IPs are to be completed within five business (5) days of meeting with the client.</p>	N/A

#	Service	Description	Deliverable(s)
4	Case Management- (BCA)	Provide case management, crisis intervention, information, and referral services for all clients as appropriate. Additional services such as supportive services and training (certificate and classroom training, and work-based learning such as paid on-the-job training, internships and apprenticeships) will also be offered as appropriate.	N/A
5	Client Compliance (BCA)	Communicate any compliance concerns with eligibility workers and/or referral source so as to assist client is resolving such issues and encouraging appropriate conflict resolution strategies within two (2) business days of identification of the issue.	N/A
6	Client Meetings (BCA)	Establish meeting times with clients on a weekly, semi-monthly or monthly basis, depending on the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.	N/A
7	Collaboration (BCA)	Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with Douglas and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.  Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with community partners are put in place when authorization to release information has been signed by client.	N/A
8	Appeals/ Complaints (BCA)	Notify Douglas immediately of any potential client appeals, consumer complaints, Arapahoe employee issues related to the Agreement, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support Douglas in any dispute resolution process that may occur.	N/A
9	Written operating	Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, recoveries, case	Due 15 calendar days from the

#	Service	Description	Deliverable(s)
	Procedures (BCA)	reviews, and confidentiality. The operating procedures and related administrative functions must be approved by Douglas.	start date of this contract.
10	Goal Tracking (BCA)	Arapahoe must identify at least one goal to be quantifiably measured throughout the contract term. Written correspondence to the Department identifying at least one goal to be quantifiably measured throughout the contract term.	This written correspondence is due at the time of first invoice submission of this contract term and no later than August 15, 2025
11	Board of County Commissioners Report (BCA)	Arapahoe will provide a report (in Microsoft Word), suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report must include: 1) Summary of services provided, 2) Number of clients served, 3) How service delivery was approached, and 4) How funds were used 5) Identification of all TANF purposes met 6) At least one quantifiable measure related to the goal identified in #9 7) Participant outcomes 8) Any additional qualitative goals, measures or information relevant to the services provided	The report is due no later than July 17, 2026
12	Referrals (Youth Employment Services “YES”)	Arapahoe will receive referrals for this program through various community partners, website inquiries, and through its own client service activities. Arapahoe will respond to referrals and inquiries within 48 business hours.	N/A
13	Case Review (YES)	Arapahoe supervisor will review at least one (1) case per month. Should any findings occur, case corrections are to be made within five (5) business days.	As part of a complete invoice, Arapahoe will

#	Service	Description	Deliverable(s)
			perform written Youth Employment case review
14	Monthly Report (YES)	<p>Arapahoe will provide a monthly report (in Microsoft Word), suitable for distribution. No client identifying information may be used.</p> <p>Report must include:</p> <ol style="list-style-type: none"> <li>1. Number of referrals received for the month.</li> <li>2. Number of individuals who have gained employment for the month</li> <li>3. Number of individuals who have completed/obtained a new credential and what credential for the month</li> <li>4. Number of cases closed in an invoice month</li> <li>5. Case closure reason and/or outcome</li> <li>6. Report may also include summary of services provided and referral sources.</li> </ol>	The report is due no later than the 15 <sup>th</sup> of each month upon submission of the monthly invoice
15	Case Management Referrals- (YES)	<p>Arapahoe will accept referrals from Douglas and other community stakeholders such as, Douglas County Youth Initiative, Douglas County Schools Teen Parent Program, and any agency involved in the Douglas County Community of Care Network.</p> <p>Referral will be accepted by phone, through Douglas email, and through community outreach events. No referral form will be required, but can be used as an option for stakeholder referrals. Following any referral, Arapahoe Case Manager will contact the youth and screen for eligibility and other ADW! programs. Referral source information will be recorded and provided in the monthly report. Prior to completing any work for a referred person, Arapahoe must obtain a completed Program Application and Initial Assessment at time of enrollment and subsequently a TANF affidavit every 6 months that demonstrates TANF eligibility and a valid ID for anyone 18 or older who is receiving services. If Arapahoe has any concerns about a person's or family's TANF eligibility, they should contact Douglas in advance of beginning any services or work.</p>	N/A
16	Case Management Intake- (YES)	Within seven (7) business days of completing the intake, create a case in HSCARES that includes all applicable members and data.	N/A

#	Service	Description	Deliverable(s)
17	Case Management Orientation- (YES)	<p>All youth will receive an orientation. Orientations will clearly emphasize that this is a voluntary employment program, the benefits of employment and the assistance that will be provided in order to assist youth with job search, securing employment, as well as training in developing a long-term career path.</p> <p>Arapahoe will use the Goal4 It! methodology which provides services that are individualized and goal based. Services include, but are not limited to, career pathway development and exploration; in person and online workshops; soft skills training; mock interviews; labor market information guidance; resume assistance; goal development; and financial literacy. (If the methodology needs to be updated after the execution of this Agreement, it may be done by mutual agreement between the Department and Arapahoe without an Amendment to this Agreement.)</p>	N/A
18	Case Management Assessment- (YES)	A comprehensive assessment will be completed for all youth. Arapahoe will provide intensive case management through their ADW! Job Coach/Case Manager, as well as leverage services already in place in ADW!'s "Future U" program, or other ADW! programs as needed and appropriate.	N/A
19	Case Management Service Delivery- (YES)	<p>Service delivery will be integrated between all agencies/departments assisting participants.</p> <p>Services may need to be provided at a community location, e.g., the client's school, worksite, or some other location.</p> <p>Services may include, but may not be limited to:</p> <ol style="list-style-type: none"> <li>1) Job readiness and job search, including effective resume development,</li> <li>2) Skill building, including learning appropriate workplace behaviors, conflict resolution, and presentation skills,</li> <li>3) Assistance with obtaining supportive services, e.g., housing, transportation, work uniforms, training and certificate programs, and obtaining credentials,</li> <li>4) Job development and placement,</li> </ol>	N/A



#	Service	Description	Deliverable(s)
		5) Job retention and advancement, 6) Subsidized employment, including on-the-job training, internships, pre-apprenticeships and apprenticeships, 7) Provide incentive payments for recognition and achievement directly tied to training activities, work experiences, employment obtainment and employment retention, where appropriate, 8) Independent living skills and goal development, 9) Financial literacy and planning, 10) Family planning, 11) Career exploration, 12) Provision of career assessments, 13) Career services workshop facilitation, and 14) Post-employment follow-up and services.	
20	TANF eligibility determination (YES)	Arapahoe will verify TANF eligibility every 6 months by having the required household members (anyone 18 and over) complete a TANF Eligibility Affidavit. (See Attachment 2.)  TANF eligibility is outlined in Exhibit B, Section A. Affidavit form is Attachment 2.	See Exhibit B.
21	Written operating Procedures (YES)	Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, recoveries, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by Douglas.	Due 15 calendar days from the start date of this contract.
22	Goal Tracking (YES)	Arapahoe must identify at least one goal to be quantifiably measured throughout the contract term. Written correspondence to the Department identifying at least one goal to be quantifiably measured throughout the contract term.	This written correspondence is due at the time of first invoice submission of this contract term and no later than

#	Service	Description	Deliverable(s)
			August 15, 2025
23	End-of-Year Cumulative Board of County Commissioners Report (YES)	<p>Arapahoe will provide a report (in Microsoft Word), suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report must include:</p> <ol style="list-style-type: none"> <li>1) Summary of services provided,</li> <li>2) Number of clients served,</li> <li>3) Identification of all TANF purposes met</li> <li>4) At least one quantifiable measure related to the goal identified in #22</li> <li>5) Participant outcomes</li> <li>6) Any additional qualitative goals, measures or information relevant to the services provided.</li> </ol>	The report is due no later than July 7, 2026

## Attachment 4

# FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENT PROGRAM PARTICIPANTS

The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

690 Kipling Street  
Denver, CO 80215  
(303) 239-4201 | [www.colorado.gov/cbi](http://www.colorado.gov/cbi)

### Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	<a href="https://enroll.idento.com/workflows/25YR99">https://enroll.idento.com/workflows/25YR99</a>	\$39.50 CBI fee + \$10.00 IdentoGo fee	25YR99	Visit <a href="https://enroll.idento.com/workflows/25YR99/hardcard/bio">https://enroll.idento.com/workflows/25YR99/hardcard/bio</a> for instructions.
Colorado Fingerprinting	<a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>	\$39.50 CBI fee + \$10.00 Colorado Fingerprinting fee	None	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16th St, 8th Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- Fingerprints and CABS: <https://www.colorado.gov/pacific/cbi/employment-background-checks>
- Vendor Management Program: <https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program>

700 Kipling Street Suite 1000, Lakewood, CO 80215 [cdpsweb.state.co.us](http://cdpsweb.state.co.us)  
Jared Polis, Governor | Stan Hilkey, Executive Director



**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Brolin Bundy, P.E., Capital Improvements Project Manager

**DESCRIPTION:** Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas and the State of Colorado Department of Transportation Regarding Financial Contribution Toward Design for the Colorado Boulevard Bike-Ped Bridge over C-470 Project, with a Contribution of \$550,000.00 in Federal Funds from CDOT and Requires Local Agency Matching Funds of \$137,500.00 from Douglas County, Douglas County Project Number CI 2024-021.

**SUMMARY:** Douglas County and the State of Colorado Department of Transportation (CDOT) desire to cooperate in advancing the design of the Colorado Blvd. Bike-Ped Bridge over C-470 Project, Douglas County Project Number CI 2024-021. This project will design a bike/pedestrian bridge over C-470, along the east side of Colorado Blvd. This project is needed in order to complete a missing link in our sidewalk / multi-use path system between Siskin Avenue and the C-470 Regional Trail, and the project will improve access to David A. Lorenz Regional Park.

This IGA specifies project responsibilities for each party and includes a financial contribution of \$550,000.00 in Federal Funds from CDOT and requires local agency matching funds of \$137,500 from Douglas County. Additionally, the County is responsible for any additional design costs.

In August of 2023, the Denver Regional Council of Governments (DRCOG) selected this project to receive \$550,000 in federal funds via DRCOG's Transportation Improvement Program (TIP) sub-regional project selection process; and these federal funds are to be used for design.

As stipulated in the IGA, federal funds will be received as we request reimbursement based on approved actual monthly expenditures throughout the 12-to-18-month design schedule. It is anticipated that CDOT monthly reimbursement payments will start to occur no sooner than fourth quarter of 2025 and payments should be deposited in Fund 235, Business Unit 861605.

Additionally, Douglas County matching funds are set aside in this same Business Unit (861605).

**RECOMMENDED  
ACTION:**

Approval of an Intergovernmental Agreement Between Douglas County and the State of Colorado Department of Transportation Regarding Financial Contribution Toward Design of the Colorado Boulevard Bike-Ped Bridge over C-470 Project, Douglas County Project Number CI 2024-021.

**REVIEW:**

Kristina Mann	Approve	6/6/2025
Jeff Garcia	Escalated	6/13/2025
Amy Williams	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

IGA - CDOT - Colorado Ped Bridge - Brolin B BOCC 6\_24\_25

**STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT**  
**Signature and Cover Page**

<b>State Agency</b> Department of Transportation			<b>Agreement Routing Number</b> 25-HA1-XC-00012
<b>Local Agency</b> DOUGLAS COUNTY GOVERNMENT			<b>Agreement Effective Date</b> The later of the effective date or January 30, 2025
<b>Agreement Description</b> Colorado Blvd Bike/Ped Bridge over C470 - Precon			<b>Agreement Expiration Date</b> January 29, 2035
<b>Project #</b> TAP C470-051 (26094)	<b>Region #</b> R1	<b>Contract Writer</b> DM	<b>Agreement Maximum Amount</b> \$687,500.00

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p><b>LOCAL AGENCY</b> DOUGLAS COUNTY GOVERNMENT</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>_____ Keith Stefanik, P.E., Chief Engineer</p> <p>Date: _____</p>
<p><b>LOCAL AGENCY</b> DOUGLAS COUNTY GOVERNMENT</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p><b>LOCAL AGENCY</b> DOUGLAS COUNTY GOVERNMENT</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>
<p><b>LOCAL AGENCY</b> DOUGLAS COUNTY GOVERNMENT</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p><b>LOCAL AGENCY</b> DOUGLAS COUNTY GOVERNMENT</p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Department of Transportation

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

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EXHIBIT A, SCOPE OF WORK  
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EXHIBIT N, FEDERAL TREASURY PROVISIONS  
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EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT  
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM  
EXHIBIT R, APPLICABLE FEDERAL AWARDS  
EXHIBIT S, PII CERTIFICATION  
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

### 1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date



This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

**B. Initial Term and Extension**

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on January 29, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

**C. Early Termination in the Public Interest**

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

**i. Method and Content**

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

**iii. Payments**

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

**D. Local Agency Termination Under Federal Requirements**

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. AUTHORITY**

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

#### 4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

#### 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
  - ii. **Exhibit B**, Sample Option Letter.
  - iii. **Exhibit C**, Funding Provisions
  - iv. **Exhibit D**, Local Agency Resolution
  - v. **Exhibit E**, Local Agency Contract Administration Checklist
  - vi. **Exhibit F**, Certification for Federal-Aid Contracts
  - vii. **Exhibit G**, Disadvantaged Business Enterprise
  - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
  - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
  - x. **Exhibit J**, Additional Federal Requirements
  - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
  - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
  - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
  - xiv. **Exhibit N**, Federal Treasury Provisions
  - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
  - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
  - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
  - xviii. **Exhibit R**, Applicable Federal Awards
  - xix. **Exhibit S**, PII Certification
  - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

### A. Local Agency Commitments

#### i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
  - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
  - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
  - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
  - e. Stamp the Plans as produced by a Colorado registered professional engineer.
  - f. Provide final assembly of Plans and all other necessary documents.
  - g. Ensure the Plans are accurate and complete.
  - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
  - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
  - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
    - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
    - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
    - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
    - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
    - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
    - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
      - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
  - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual ([https://www.codot.gov/business/designsupport/bulletins\\_manuals/2006-local-agency-manual](https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual)).
  - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
    - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
    - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
    - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
    - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
  - 1) Right of way acquisition (3111) for federal participation and non-participation;
  - 2) Relocation activities, if applicable (3109);
  - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.



viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA 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 in **§9.A.**).

vi. Federal Recovery

The close-out 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.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency'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 FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**8. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

**B. Litigation Reporting**

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

**C. Performance and Final Status**

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

**D. Violations Reporting**

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

**9. LOCAL AGENCY RECORDS**

**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

**B. Inspection**

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**D. Final Audit Report**

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

### **C. Use, Security, and Retention**

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### **D. Incident Notice and Remediation**

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

## 12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements



Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

**13. BREACH**

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

#### 14. REMEDIES

##### A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

##### i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

##### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

##### ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

##### a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

##### b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

**15. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

### For the State

Colorado Department of Transportation (CDOT)
Dessmund Prospero, Project Manager
CDOT - R1
2829 W Howard Pl
Denver, CO 80204
303-512-4169
dessmund.prospero@state.co.us

### For the Local Agency

DOUGLAS COUNTY GOVERNMENT
Project Manager, Brolin Bundy
100 Third Street
Castle Rock, CO 80104
303-660-7490
bbundy@douglas.co.us

## 17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

#### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 20. GENERAL PROVISIONS

### A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

### B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

### C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

### H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

### I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

### K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.



Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

**21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.**

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interest.

**22. FEDERAL REQUIREMENTS**

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

**23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

**EXHIBIT A**  
**SCOPE OF WORK**

Name of Project: Colorado Blvd Bike/Ped Bridge over C470  
Project Number: TAP C470-051  
SubAccount #: 26094

This project will design a bike/ped bridge over C-470 along the east side of Colorado Blvd which would complete a missing sidewalk link from Siskin Avenue to the north. This will improve the ease and safety for bikes/peds to cross over C-470 to connect with the C-470 Regional Trail and David A. Lorenz Regional Park. The proposed multi-modal improvements will encourage an active lifestyle and promote alternative modes. of transportation and reduce vehicular/automobile miles traveled. Ultimately the County plans to construct the proposed improvements, subject to future funding being allocated for this project.

**If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.**

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT B**

### **SAMPLE IGA OPTION LETTER**

<b>Date</b>	<b>State Fiscal Year</b>	<b>Option Letter No.</b>
<b>Project Code</b>	<b>Original Agreement #</b>	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

#### **Option A**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### **Option B**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### **Option C**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option D**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

**STATE OF COLORADO**  
**Jared S. Polis**  
**Department of Transportation**

By: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer  
(For) Shoshana M. Lew, Executive Director

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

**ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

**STATE OF COLORADO**  
**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
Colorado Department of Transportation

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

**EXHIBIT C- FUNDING PROVISIONS****Douglas County - TAP C470-051 (26904)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$687,500.00, which is to be funded as follows:

<b>1. FUNDING</b>		
a.	Federal Funds (80% of TAP Award)	\$550,000.00
b.	Local Agency Funds (20% of TAP Award)	\$137,500.00
<b>TOTAL FUNDS ALL SOURCES</b>		<b>\$687,500.00</b>
<b>2. OMB UNIFORM GUIDANCE</b>		
a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	LXE5XEA44AH6
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$0.00
<b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>		
a.	Federal Funds Budgeted	\$550,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>		<b>80% \$550,000.00</b>
<b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>		<b>20% \$137,500.00</b>
<b>TOTAL PROJECT ESTIMATED FUNDING</b>		<b>100% \$687,500.00</b>
<b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>		
a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$687,500.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
<b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b>		<b>\$687,500.00</b>

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 26094.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
	TBD-TBD		

\* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

**B. Funding Ratios**

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$687,500.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$687,500.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$687,500.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

### **C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$550,000.00. For CDOT accounting purposes, the federal funds of \$550,000.00 and the Local Agency funds of \$137,500.00 will be encumbered for a total encumbrance of \$687,500.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$687,500.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

### **D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

**i. Expenditure less than \$750,000**

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

**ii. Expenditure of \$750,000 or more-Highway Funds Only**

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

**iii. Expenditure of \$750,000 or more-Multiple Funding Sources**

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

**iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.



**EXHIBIT D**

**LOCAL AGENCY RESOLUTION (IF APPLICABLE)**

**Exhibit E-****Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST</b>				
Project No. TAP C470-051		STIP No. SDR9000	Project Code 26094	Region R-1
Project Location Bridge over C-470 at Colorado Blvd			Date 1/24/2025	
Project Description Design for a bike/pedestrian bridge over C-470 at Colorado Blvd.				
Local Agency Douglas County		Local Agency Project Manager Brolin Bundy		
CDOT Resident Engineer Maria Hajiaghaee		CDOT Project Manager Dessmund Prospero		
<b>INSTRUCTIONS:</b> This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i> . LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.  The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.  Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.  The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.  Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.				

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		<b>TIP / STIP AND LONG-RANGE PLANS</b>		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		<b>x</b>
		<b>FEDERAL FUNDING OBLIGATION AND AUTHORIZATION</b>		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		<b>x</b>
		<b>PROJECT DEVELOPMENT</b>		
1	5.1	Prepare Design Data - CDOT Form 463	<b>x</b>	
	5.2	Determine Delivery Method	<b>x</b>	<b>#</b>
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		<b>x</b>
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> <li>Project Development</li> <li>Construction Contract Administration (including Fabrication Inspection Services)</li> </ul>	<b>x</b> <b>x</b>	<b>#</b> <b>#</b>
3,3A	5.5	Conduct Design Scoping Review Meeting	<b>x</b>	<b>x</b>
3,6	5.6	Conduct Public Involvement	<b>x</b>	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses (Must be included as a project special)	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction		x
	5.22	Use Electronic Signatures	x	
	5.23	File Project Development Records/Documentation in ProjectWise		x
<b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)  <b>Dessmund Prospero</b> <b>1/21/2025</b> CDOT Design Project Manager _____ Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		x
	6.4	Enforce Prompt Payment Requirements	x	x
	6.5	Use Electronic Tracking and Submission Systems – B2GNow <input checked="" type="checkbox"/> LCPtracker <input checked="" type="checkbox"/>	x	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	x	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	x	#
<b>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS</b>				
Federal Project (use 7.1 series in Chapter 7) <input checked="" type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input type="checkbox"/>				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise		x
7		Distribute "Advertisement Set" of Plans and Specifications	x	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		x
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x

		Approve Rejection of Low Bidder		<b>x</b>
7,8		Award Contract (federal)	<b>x</b>	<b>#</b>

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	<b>x</b>	<b>#</b>
<b><u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u></b>				
<b>CONSTRUCTION MANAGEMENT</b>				
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	<b>x</b>	
8	8.1	Issue Notice to Proceed to the Contractor	<b>x</b>	<b>#</b>
8	8.2	Project Safety	<b>x</b>	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B)		
		• Fabrication Inspection Notifications ( <b>Structures</b> )	<b>x</b>	<b>#</b>
		Pre-survey		
		• Construction staking	<b>x</b>	
		• Monumentation	<b>x</b>	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	<b>x</b>	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."		
		Brolin Bundy _____ 303-660-7490 Local Agency Professional Engineer Phone number	<b>x</b>	
		<b>Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications</b>	<b>x</b>	
		Construction inspection and documentation (including projects with structures)	<b>x</b>	
		Fabrication Inspection and documentation	<b>x</b>	<b>#</b>
9	8.6	Review and Approve Shop Drawings	<b>x</b>	<b>#</b>
9	8.7	Perform Traffic Control Inspections	<b>x</b>	<b>#</b>
9	8.8	Perform Construction Surveying	<b>x</b>	
9	8.9	Monument Right-of-Way	<b>x</b>	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system.  Provide the name and phone number of the person authorized for this task.  Brolin Bundy _____ 303-660-7490 Local Agency Representative Phone number	<b>x</b>	<b>#</b>
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	<b>x</b>	<b>#</b>
9B	8.12	Prepare and Authorize Change Orders	<b>x</b>	<b>x</b>
9B	8.13	Submit Change Order Package to CDOT	<b>x</b>	
9A	8.14	Prepare Local Agency Reimbursement Requests	<b>x</b>	
9	8.15	Monitor Project Financial Status	<b>x</b>	<b>#</b>
9	8.16	Prepare and Submit Monthly Progress Reports	<b>x</b>	<b>#</b>
9	8.17	Resolve Contractor Claims and Disputes (No Federal Funds used for claims)	<b>x</b>	

	8.18	Conduct Routine and Random Project Reviews  Provide the name and phone number of the person responsible for this task.  <b>Andrea Hebard</b> CDOT Construction Project Manager <b>andrea.hebard@state.co.us</b> Email Address		<b>x</b>
9	8.19	<b>Ongoing Oversight of DBE Participation</b>	<b>x</b>	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA      CDOT	
	<b><u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u></b>			
	<b>MATERIALS</b>			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting <ul style="list-style-type: none"><li>Buy America documentation required prior to installation of steel</li></ul>	<b>x</b> <b>x</b>	<b>x</b> <b>#</b>
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record <ul style="list-style-type: none"><li>Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project</li><li>Update the form as work progresses</li><li>Complete and distribute form after work is completed</li></ul>	<b>x</b> <b>x</b>	<b>#</b> <b>x</b>
9C	9.3	Perform Project Acceptance Samples and Tests	<b>x</b>	
9C	9.4	Perform Laboratory Acceptance Tests	<b>x</b>	
9C	9.6	Accept Manufactured Products  Inspection of structural components: <ul style="list-style-type: none"><li>Fabrication of structural steel and pre-stressed concrete structural components</li><li>Bridge modular expansion devices (0" to 6" or greater)</li><li>Fabrication of bearing devices</li></ul>	<b>x</b> <b>x</b> <b>x</b>	<b>#</b> <b>#</b> <b>#</b>
9C	9.6	Approve Sources of Materials	<b>x</b>	<b>#</b>
9C	9.7	Independent Assurance Testing (IAT)  Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> <ul style="list-style-type: none"><li>Generate IAT schedule</li><li>Schedule and provide notification</li><li>Conduct IAT</li></ul>	<b>x</b> <b>x</b>	<b>x</b>
9C	9.8	Approve mix designs <b>On-system requires CDOT Approval</b> <ul style="list-style-type: none"><li>Concrete</li><li>Hot mix asphalt</li></ul>	<b>x</b> <b>x</b>	
9C	9.9	Check Final Materials Documentation	<b>x</b>	<b>#</b>
9C	9.10	Complete and Distribute Final Materials Documentation	<b>x</b>	<b>#</b>
	<b><u>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED</u></b>			
	<b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	<b>x</b>	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	<b>x</b>	<b>#</b>
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	<b>x</b>	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	<b>x</b>	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"><li>Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.</li><li>Complete CDOT Form 838 – OJT Trainee / Apprentice Record.</li><li>Complete CDOT Form 200 - OJT Training Questionnaire</li></ul>	<b>x</b>	

9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews	x	#
<b>THIS SECTION DOES NOT APPLY UNTIL CONSTRUCTION FUNDS ARE IDENTIFIED FINALS</b>				
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	x	#
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	<b>Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications</b>	x	

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	x
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	x	#
11	11.11	Process Final Payment	x	
	11.12	Close out Local Project	x	x
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	x
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	x

cc: CDOT Resident Engineer/Project Manager  
CDOT Region Program Engineer  
CDOT Region Civil Rights Office

CDOT Region Materials Engineer  
CDOT Contracts and Market Analysis Branch  
Local Agency Project Manager

## **EXHIBIT F**

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## **EXHIBIT G**

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **SECTION 1. Policy**

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

#### **SECTION 2. Subrecipient and Participant Obligation.**

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

#### **SECTION 3. DBE Program.**

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>



## **EXHIBIT H**

### **LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES**

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,

- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

# EXHIBIT I

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials**

**and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph



2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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### **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **EXHIBIT J**

### **ADDITIONAL FEDERAL REQUIREMENTS**

Federal laws and regulations that may be applicable to the Work include:

#### **Executive Order 11246**

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

#### **Copeland "Anti-Kickback" Act**

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

#### **Davis-Bacon Act**

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

#### **Contract Work Hours and Safety Standards Act**

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

#### **Clean Air Act**

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

#### **Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

#### **OMB Circulars**

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

#### **Hatch Act**

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

#### **Nondiscrimination**

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

*The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

#### **ADA**

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

#### **Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

#### **Drug-Free Workplace Act**

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

#### **Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

#### **23 C.F.R. Part 172**

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

#### **23 C.F.R Part 633**

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

#### **23 C.F.R. Part 635**

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

#### **Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973**

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

#### **Nondiscrimination Provisions:**

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

##### **i. Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

##### **ii. Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

**iii. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

**iv. Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions 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 State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

**v. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA 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 suspension of the contract, in whole or in part.

**Incorporation of Provisions §22**

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**

**Assurances for Local Agencies**

**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory 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);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property 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; or
  - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_  
*(Signature of Authorized Official)*

DATED \_\_\_\_\_

## APPENDIX A

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 U.S. Department of Transportation, FHWA, 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will 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 [Local Agency], CDOT or FHWA to 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 the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six 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 Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## 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 non-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.).

## **EXHIBIT K**

### **FFATA SUPPLEMENTAL FEDERAL PROVISIONS**

#### **State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders**

#### **Subject to**

#### **The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended**

**Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. 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).

- 1.2. **“Contract”** means the contract to which these Supplemental

Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

- 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.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
  - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 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.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** 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 “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"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>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
  - 1.15.1. Salary and bonus;
  - 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;
  - 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;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 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.
- 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. The Transparency Act also is referred to as FFATA.
- 1.17. **"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.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor 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 Data Universal Numbering System (DUNS) Requirements.**
  - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor 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. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, Contractor received:
    - 4.2.1. 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
    - 4.2.2. \$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; and
  - 4.3. 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.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental



Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below 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 and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. 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.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1 Subrecipient DUNS Number;
    - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
    - 7.1.3 Subrecipient Parent DUNS Number;
    - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
  - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
    - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
    - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

**8. Exemptions.**

- 8.1. These Supplemental 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.
- 8.2 A Contractor 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.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangements as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.


**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract 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, at law or in equity.

## EXHIBIT L

### SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

<b>CDOT SUBRECIPIENT RISK ASSESSMENT</b>		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
<b>Instructions: (See "Instructions" tab for more information)</b> 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
<b>EXPERIENCE ASSESSMENT</b>		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>
<b>MONITORING/AUDIT ASSESSMENT</b>		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
5 a)	Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>
5 b)	What were the number and extent of issues in prior review?	<input type="checkbox"/> 1 to 2	<input type="checkbox"/> >3
<b>OPERATION ASSESSMENT</b>		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FINANCIAL ASSESSMENT</b>		Yes	No
		N/A	
7 a)	Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> >10%	<input type="checkbox"/> <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> $\geq 6$	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> $< 2$
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. ( *Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: <b>YES</b> = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. <b>NO</b> = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. <b>N/A</b> = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. ( *The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project ( <i>Buy America requirements</i> )? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Comments</b> - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> <div style="background-color: #fff9c4; height: 150px; border: 1px solid black;"></div>			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.         </div> <div style="text-align: center;">  </div> <div>           Tool Version: v2.0 (081816)         </div> </div>			

## **EXHIBIT M**

### **OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS**

#### **Subject to**

**The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),  
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental 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 Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. “Award”** means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
  - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
  - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
  - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
  - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
  - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
  - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
  - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.



- 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
  - 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which 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.
  - 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
  3. **Procurement Standards.**
    - 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,  
§§200.318 through 200.326 thereof.
    - 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a 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.
  4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
  5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, 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.

**5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). 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 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.

**5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, 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.

**5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part 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 Uniform Guidance §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 Part F-Audit Requirements.

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

**6.1 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."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The



contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**6.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and 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," 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 awarding agency.

**6.4 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 award 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).

**6.5 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.

**6.6 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.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §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.

**7.1 Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State 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.

- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

## **Exhibit N**

### **Federal Treasury Provisions**

#### **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 (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> 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](http://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.
- 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.
- 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” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### **3. COMPLIANCE.**

- 3.1. Grantee 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 a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee 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. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov 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:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 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
- 5.1.2.2. \$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
- 5.1.2.3. 5.1.2.3 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.

## **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.**

- 8.1. Grantee shall report as set forth below.
  - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P 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](http://www.treasury.gov).

## **EC 1 – Public Health**

### **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
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **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

### **COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

### **COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

### **COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

## **EC 2 – Negative Economic Impacts**

### **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*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **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)*

#### **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)*

#### **Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

#### **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)*

#### **Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

#### **Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

#### **Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

### **EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

#### **Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

#### **Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

### **EC 4 – Premium Pay**

#### **All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) 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

- e) Number of workers to be served with premium pay in K-12 schools

## **EC 5 – Infrastructure Projects**

### **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
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

### **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

### **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.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. 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.
- b) 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*):
  - i. 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
  - ii. 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.

- iii. 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.

### **All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. 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](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. 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](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. 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.
  - 8.1.3.6. 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.
  - 8.1.3.7. 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:
  - 8.1.3.8. 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.

- 8.1.3.8.1. 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.
  - 8.1.3.8.2. Whether the project prioritizes local hires.
  - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. 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 Exhibit Q – 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.

- 11.1.1. 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.
- 11.1.2. 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.
- 11.1.3. 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.
  - 12.1.1. [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.
  - 12.1.2. [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).

- 12.1.3. 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.
- 12.1.4. 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).
- 12.1.5. 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.
- 12.1.6. 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.
- 12.1.7. 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 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.
- 12.1.8. 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.



- 12.1.9. 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 CRF 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 Exhibit E 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.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. 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.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. 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;
- 15.2.2. 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;

- 15.2.3. 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;
- 15.2.4. 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
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## **EXHIBIT O**

### **AGREEMENT WITH SUBSUBRECIPIENT 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 award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
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.
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 (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) 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.

1. 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 maintain a complaint log and inform the Department of the 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. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
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.

## **EXHIBIT P**

### **SLFRF SUBRECIPIENT QUARTERLY REPORT**

#### **1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 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)

**EXHIBIT Q**  
**SAMPLE SLFRF REPORTING MODIFICATION FORM**

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant 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 Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

\_\_\_\_\_  
Local Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDOT Program Manager

\_\_\_\_\_  
Date

**Exhibit R**  
**APPLICABLE FEDERAL AWARDS**

**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, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> 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.

## **EXHIBIT S**

### **PII Certification**

#### **STATE OF COLORADO**

#### **LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **EXHIBIT T**

### **CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

<b>Exhibit</b>	<b>Funding only from FHWA</b>	<b>Funding only from ARPA</b>	<b>FHWA and ARPA Funding</b>
<b>EXHIBIT A,</b> SCOPE OF WORK	✓	✓	✓
<b>EXHIBIT B,</b> SAMPLE OPTION LETTER	✓	✓	✓
<b>EXHIBIT C,</b> FUNDING PROVISIONS	✓	✓	✓
<b>EXHIBIT D,</b> LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
<b>EXHIBIT E,</b> LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
<b>EXHIBIT F,</b> CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
<b>EXHIBIT G,</b> DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
<b>EXHIBIT H,</b> LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
<b>EXHIBIT I,</b> FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
<b>EXHIBIT J,</b> ADDITIONAL FEDERAL REQUIREMENTS	✓		✓



<b>EXHIBIT K,</b> FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
<b>EXHIBIT L,</b> SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
<b>EXHIBIT M,</b> OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
<b>EXHIBIT N,</b> FEDERAL TREASURY PROVISIONS		✓	✓
<b>EXHIBIT O,</b> AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
<b>EXHIBIT P,</b> SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
<b>EXHIBIT Q,</b> SLFRF REPORTING MODIFICATION FORM		✓	✓
<b>EXHIBIT R,</b> APPLICABLE FEDERAL AWARDS		✓	✓
<b>EXHIBIT S,</b> PII CERTIFICATION	✓	✓	✓
<b>EXHIBIT T,</b> CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Arthur E. Griffith, Transportation CIP Manager

**DESCRIPTION:** Construction Contract Amendment with Kraemer North America, LLC for Change Order 2A for an Amount not to Exceed \$1,954,869.81 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 (BOCC) awarded Kraemer North America, LLC (KNA) a construction contract for \$101,284,008.09 to widen and reconstruct the section of US 85 between Highlands Ranch Parkway and Dad Clark Gulch, (located a half mile north of County Line Road). On April 8, 2025, the BOCC approved Change Order 1A increasing the total contract amount to \$106,732,009.90 and through the most recent progress payment, ending May 25, 2025, KNA has billed the County \$104,706,523.14 and they are substantially complete and approximately 75 days ahead of the September 29, 2025, required completion date.

As of December 31, 2024, Douglas County has received State and Federal reimbursement payments totaling \$33,223,000 and collected approximately \$15,000,000 from the developers in the Chatfield Basin for this project.

Change Order 2A for \$1,954,869.84 represents approximately 1.9% of the original contract amount; and this change order is required in order for KNA to complete the County's US 85 project. Most of the additional costs for Change Order 2A is related to utility relocation delays that required an increase in detour pavement to accommodate additional construction phasing, (\$600,000), the need to maintain a safe construction work zone by providing additional days of temporary truck mounted mobile impact attenuators, (\$185,000), the need to mitigate poor subgrade conditions (soft spots) at various locations on US 85 within the project limits, (\$685,000) and this change order includes additional concrete pavement for southbound US 85 south of Highlands Ranch Parkway to improve safety and traffic operations transitioning from 3 lanes back down to 2 lanes through a combined vertical and horizontal curved

section of US 85, (\$485,000).

The funding associated with this Construction Contract Amendment for Change Order 2A has already been encumbered in Douglas County Purchase Order 2025367, Fund 225, BU 801201.446744 utilizing reimbursement payments received from CDOT in December 2024; and therefore, no additional funds need to be budgeted for this request.

**RECOMMENDED  
ACTION:**

Staff recommends approval of a Construction Contract Amendment with Kraemer North America, LLC for Change Order 2A for an amount not to exceed \$1,954,869.81 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	6/16/2025
Jeff Garcia	Approve	6/17/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Contract Amd for Change Order - Kraemer No America





## Douglas County

### Construction Contract Amendment for Change Order 2A

PROJECT: US HWY 85 (Highlands Ranch Pkwy to Dad Clark Gulch) Widening Project  
CDOT Project Number: STU 0852-118 (23474)

Douglas County Project Number CI 2022-021

OWNER: Douglas County Government  
Department of Public Works Engineering  
100 Third Street, Castle Rock, CO 80104

BOCC Agreement Date: Sept. 20, 2022

DC Project Mgr: Art Griffith

Budget Allocation for Construction Contract Amendment  
Associated with Change Order 2A

CONTRACTOR: Kraemer North America, LLC (KNA)

Funding for this work is set aside in Fund 225, BU 801201.446744

ADDRESS: 900 West Castleton Road, Suite 220  
Castle Rock, Colorado 80109

Amount Currently Available in PO 2025367: \$3,450,000.00

KNA Project Mgr: Mike McNish, Area Manager, Ryan Trujillo, Project Manager

#### Description of Work and Justification for the Contract Amendment associated with Change Order 2A:

This Change Order (CO) increases the amount temporary detour pavement to additional construction phasing and sequencing of the work in order to avoid utility relocation delay conflicts, provide significantly more days of temporary truck mounted mobile impact attenuator to protect workers along this three 3 mile long US 85 construction zone and 1 mile long C-470 construction zone; and includes approximately \$685,000 for mitigating poor subgrade conditions (soft spots) utilizing over excavation, geo-fabrics, additional aggregate base course as well as Cement Treated Subgrade (CTS). Also, this CO includes additional southbound paving south of Highlands Ranch Parkway to improve safety and traffic operations transitioning from 3 thru lanes back to 2 thru lanes. The additional costs associated with this CO includes the cost of labor, equipment and materials.

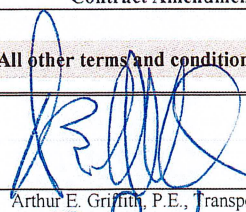
ITEM NO.	CONTRACT ITEM	UNIT	ORIGINAL QUANTITIES	UNIT PRICE	ADDITIONAL QUANTITIES	ADDITIONAL COSTS
621-00450	Detour Pavement	SY	17600	\$61.00	9,840.00	\$600,240.00
202-01130	Remove Guardrail	LF	0	\$14.00	950.00	\$13,300.00
203-xxxxx	UnClassified Excavation	CY	0	\$69.26	692.00	\$47,927.92
304-06000	Aggregate Base Course (Class 6)	TON	0	\$58.00	525.00	\$30,450.00
403-xxxxx	Patching (Guardrail)	TON	0	\$420.49	44.00	\$18,501.56
412-01000	10" Concrete Pavement	SY	0	\$134.20	1,480.00	\$198,616.00
626-00302	Install Guardrail	LS	0	\$50.00	950.00	\$47,500.00
626-00000	Mobilization / Indirect	LS	0	\$74,313.36	1.00	\$74,313.36
630-80370	Concrete Barrier Temporary	LF	0	\$36.00	1,500.00	\$54,000.00
630-85041	Mobile Attenuator (Truck Mounted)(Temporary)	DAY	800	\$925.00	200.00	\$185,000.00
900-00014	Added Item EB Flyover Soft Spots (CMO 051)	L S	1	\$56,833.21	1.00	\$56,833.21
900-00014	Added Item EB On Ramp Soft Spots (CMO 051)	L S	1	\$131,660.38	1.00	\$131,660.38
900-00014	Added Item Wolhurst Soft Spots (CMO 051)	L S	1	\$35,704.20	1.00	\$35,704.20
900-00014	Added Item CTS (County Line to Dad Clark Gulch) (CMO 054)	L S	1	\$145,888.75	1.00	\$145,888.75
900-00014	Added Item WB Off Ramp (CMO 054)	L S	1	\$182,180.39	1.00	\$182,180.39
900-00014	Added Item WB Off to County Line (CMO 054)	L S	1	\$132,754.04	1.00	\$132,754.04

Contract Amendment Amount for Change Order 1A: **\$1,954,869.81**

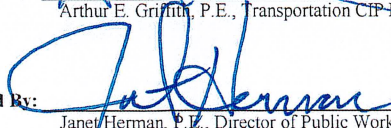
This Change Order agreed to herein is a fair and equitable adjustment to the Contractor's direct and indirect costs. Unit prices for new items associated with this change order have been reviewed by CDOT and compared with CDOT cost data for other realistic projects; and whenever possible, the original 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:	\$5,448,001.81	5.4%	The Contract Time will increase by <b>Zero (0) days</b> .
Current Contract Price:	\$106,732,009.90		Contract Start Date: <b>September 30, 2022</b>
Contract Amendment for this Change Order:	\$1,954,869.81	1.9%	The completion date for all work shall be
New Contract Price:	\$108,686,879.71		<b>September 29, 2025.</b>

All other terms and conditions of this Construction Contract shall remain in effect.

Approved By:   
Arthur E. Griffith, P.E., Transportation CIP Manager

Date: **6/15/2025**

Approved By:   
Janet Herman, P.E., Director of Public Works

Date: **6/16/2025**

Approved By:   
Ryan Trujillo  
Ryan Trujillo or Mike McNish, Kraemer North America, LLC

Digitally signed by Ryan Trujillo  
DN: C=US, E="rtrujillo@kraemema.com",  
O="Kraemer North America",  
CN=Ryan Trujillo  
Date: 2025.06.16 13:25:04-06'00'

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

**MEETING DATE:** July 3, 2025

**STAFF PERSON RESPONSIBLE:** Daniel Roberts, Assistant Director, Operations.

**DESCRIPTION:** Purchase of Surface Stabilization and Dust Control Materials For Use on Douglas County Roads in 2025.

**SUMMARY:** Invitation for Bids (IFB) #011-23 solicited bids for the purchase of MgCl products with corrosion inhibitor to be used by county crews on gravel roads for stabilizing surfaces and providing dust control. Public Works Operations has chosen to renew the bid pricing for the third and final year.

Staff evaluated the unit prices bid and the past performance of the vendors who submitted bids for this IFB. The bid award recommendation describes the amount to be awarded to each bidder.

	2023 2025	2024
Envirotech - Roadsaver	\$1.47 / gallon (+ 0.07) \$1.45 / gallon	(+0.09) \$1.38 / gallon
Envirotech - BaseBind-X	\$1.45 / gallon (+ 0.11) \$2.15 / gallon	(+.59) \$2.04 / gallon
Envirotech - BaseBind XXX	N/A (+ 0.30) \$6.05/ gallon	\$5.75 / gallon
Envirotech - Durablend	\$1.47 / gallon (+0.08) \$1.64 /gallon	(+.09) \$1.56 / gallon
GMCO 80/20	\$0.902 / gallon (+0.27) \$1.30 / gallon	(+.128) \$1.03 / gallon
GMCO Integriblend M		\$.95 / gallon
	(+0.19) \$1.14 / gallon	

Staff recommends that the Board authorize the purchase of the following magnesium chloride materials with corrosion inhibitor for surface stabilization and dust control, based on unit prices bid from the following vendors on an as-needed basis through December 31, 2025.

Envirotech Services, Inc. - For the purchase of Durablend with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$24,000.00 as needed and consistent with available budget.

Envirotech Services, Inc. - For the purchase of Base Bind-X with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$300,000 as needed and consistent with available budget.



GMCO Corporation - for the purchase of 80/20 with corrosion inhibitor, a blend of magnesium chloride and complex sugars, delivered to various locations throughout Douglas County in the amount of \$210,000 as needed and consistent with available budget.

GMCO Corporation - for the purchase of Integriblend M with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$11,000.00 as needed and consistent with available budget.

**RECOMMENDED  
ACTION:**

Staff recommends that the Board authorize the purchase of the following magnesium chloride materials with corrosion inhibitor for surface stabilization and dust control, based on unit prices bid from the following vendors on an as-needed basis through December 31, 2025.

**REVIEW:**

Janet Herman	Approve	6/17/2025
Jeff Garcia	Approve	6/17/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/17/2025

**ATTACHMENTS:**

Signed- PO Requests - GMCO AND EnviroTech-Mag Chloride purchase - Shawna P

Finance Department, Purchasing Division  
100 Third Street, Suite 130  
Castle Rock, Colorado 80104  
Phone: 303-660-7430

GMCO  
PO Box 1480  
Rifle CO 81650

### Department Authorization

I certify that the purchase listed below is necessary for the proper operation of Douglas County and to my knowledge funds are available in the current budget.

Authorized Department Official

DocuSigned by:

Janet Hermant 6/17/2025

Janet Herman, P.E., Dir. of  
Public Works

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
1	ea	Purchase of 80/20 Magnesium Chloride and Integriblend M for the sole purpose of dust control materials to perform soil stabilization on gravel roadways throughout the County as needed		\$211,000.00
		Per IFB#011-23 extension pricing		
		80/20 Magnesium Chloride \$1.30/gallon		
		Integriblend M \$1.14/gallon		
Special Instructions:			Total Price	\$211,000.00

**Special Instructions:**

**\*\* PLEASE ATTACH A COPY OF THE AGENDA ITEM FOR ALL BOCC APPROVED PURCHASES \*\***

**FOR PURCHASING USE ONLY**

**Purchase Order No.:** \_\_\_\_\_  
**Vendor Number:** \_\_\_\_\_  
**Date Entered:** \_\_\_\_\_  
**Entered By:** \_\_\_\_\_

Accounting Review:  
Budget Review:  
Cty Manager Approval:  
BOCC Approval:  
BOCC Approval:



*Honesty, integrity, and commitment since 1964*

PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148

gmcocorp.com

GMCO Corporation is now New GMCO, LLC

December 13, 2024

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

Re: Renewal for #011-23, Purchase and Application of Dust Suppressant

New GMCO, LLC would like to confirm and extend the Douglas County Dust Suppressant contract for the 2025 season. The terms and conditions of the renewal will be the same as stated in the original bid and award, with a price modification.

Due to price increases on the product, trucking and rail freight, would ask Douglas County to consider the following price increase to cover these increased costs.

IntegriBlend M (magnesium chloride)	\$ 1.14
IntegriBlend 80/20 CS	\$ 1.30

GMCO is looking forward to another successful year with Douglas County. Let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sheilah Juelfs", is written over a horizontal line.

Sheilah Juelfs  
Contract Administrator  
970-420-6382



Finance Department, Purchasing Division  
100 Third Street, Suite 130  
Castle Rock, Colorado 80104  
Phone: 303-660-7430

**Account Number:** 31400.448800

Greeley CO 80634

Authorized Department Official  
DocuSigned by:

8C0855BDBE587489...  
Janet Herman, P.E., Dir. of  
Public Works

**Special Instructions:**

FOR PURCHASING USE ONLY

Accounting Review:  
Budget Review:  
Cty Manager Approval:  
BOCC Approval:  
BOCC Approval:



910 54<sup>th</sup> Avenue, Suite 230  
Greeley, CO 80634  
**Phone: 970-346-3900**  
**Fax: 970-346-3959**  
**www.envirotechservices.com**

Friday, December 13, 2024

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

Re: Invitation for Bid (IFB) #011-23, Purchase and Application of Dust Suppressant

Thank you for the opportunity to renew our award with Douglas County for your Dust Control solutions. EnviroTech Services, Inc. has been providing quality dust control and road stabilization products all over North America for over 30 years.

Pricing information for 2025 is detailed below.

**Mag/Lig Blend – No Bid**

**Magnesium Chloride – RoadSaver - \$1.45 per gallon delivered and applied by ESI Truck ✓**

**DuraBlend - \$1.64 per gallon delivered and applied by ESI Truck**

**Alternate Products Bid**

**BaseBind X - \$2.15 per gallon delivered and applied by ESI Truck (1 truckload treats 1 mile) ✓**

**BaseBind XXX - \$6.05 per gallon delivered to storage tank (1 truckload treats 4 miles)**

Douglas County has seen great performance from our new product, BaseBind X. With this renewal, I am also providing a price for BaseBind XXX. This product is a concentrated version of BaseBind X. BaseBind XXX is delivered to storage and then county would cut 1 part product with 3 parts water to create a ready to use product for the county. A single truckload of XXX can be cut to treat up to 4 miles.

Thanks again for this opportunity. If you have any questions, or need anything else, please let me know.

Thank you,

*Eric Nitti*

**Eric Nitti**  
VP of Pricing and Customer Strategy  
612-916-7053  
enitti@envirotechservices.com



**..staff**

Daniel Roberts, Assistant Director, Operations.

**..title**

Purchase of Surface Stabilization and Dust Control Materials For Use on Douglas County Roads in 2025.

**..summary**

Invitation for Bids (IFB) #011-23 solicited bids for the purchase of MgCl products with corrosion inhibitor to be used by county crews on gravel roads for stabilizing surfaces and providing dust control. Public Works Operations has chosen to renew the bid pricing for the third and final year.

Staff evaluated the unit prices bid and the past performance of the vendors who submitted bids for this IFB. The bid award recommendation describes the amount to be awarded to each bidder.

	2023	2024	2025
Envirotech - Roadsaver	\$1.47 / gallon	(+0.09) \$1.38 / gallon	(+ 0.07) \$1.45 / gallon
Envirotech - BaseBind-X	\$1.45 / gallon	(+.59) \$2.04 / gallon	(+ 0.11) \$2.15 / gallon
Envirotech – BaseBind XXX	N/A	\$5.75 / gallon	(+ 0.30) \$6.05/ gallon
Envirotech - Durablend	\$1.47 / gallon	(+.09) \$1.56 / gallon	(+0.08) \$1.64 /gallon
GMCO 80/20	\$0.902 / gallon	(+.128) \$1.03 / gallon	(+0.27) \$1.30 / gallon
GMCO Integriblend M		\$.95 / gallon	(+0.19) \$1.14 / gallon

Staff recommends that the Board authorize the purchase of the following magnesium chloride materials with corrosion inhibitor for surface stabilization and dust control, based on unit prices bid from the following vendors on an as-needed basis through December 31, 2025.

Envirotech Services, Inc. - For the purchase of Durablend with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$24,000.00 as needed and consistent with available budget.

Envirotech Services, Inc. - For the purchase of Base Bind-X with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$300,000 as needed and consistent with available budget.

GMCO Corporation - for the purchase of 80/20 with corrosion inhibitor, a blend of magnesium chloride and complex sugars, delivered to various locations throughout Douglas County in the amount of \$210,000 as needed and consistent with available budget.

GMCO Corporation - for the purchase of Integriblend M with corrosion inhibitor, delivered to various locations throughout Douglas County in the amount of \$11,000.00 as needed and consistent with available budget.

**..recommendation**

Staff recommends that the Board authorize the purchase of the following magnesium chloride materials with corrosion inhibitor for surface stabilization and dust control, based on unit prices bid from the following vendors on an as-needed basis through December 31, 2025.

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Matthew Dziubanski, Chief Building Official

**DESCRIPTION:** Amendment Number Three (3) for the Public Contract for Services for 2025 -2026 Conveyance Regulation Services with Shums Coda Associates, LLC, in the Additional Amount of \$119,640.00, and Extending the Contract Term Through July 31, 2026.

**SUMMARY:** The number of elevators in Douglas County has steadily increased due to the construction of new buildings. To accommodate this growth, we request approval for an additional \$119,640.00 under Amendment Number Three (3) to our current Public Contract for Services (PCS) with Shums Coda Associates, Inc. This funding is based on our current inventory, which includes 512 elevators at \$220 per unit and seven escalators at \$1,000 per unit, totaling \$119,640.00 for required inspections in 2025. Shums Coda invoices Douglas County for annual elevator and escalator inspections at the unit rates specified in the original PCS Contract. Additionally, we request that the contract term be extended through July 31, 2026.

The original contract, amounting to \$115,880.00, covered inspections performed by Shums Coda in 2022 (original PO #2022647) and was approved by the Board of County Commissioners on July 26, 2022. Amendment Number One (1) extended the contract through July 31, 2024, with additional funding of \$116,320.00 for 2023 inspections (new PO #2023360), approved on April 11, 2023. Amendment Number Two (2) extended the contract through July 31, 2025, with an additional \$117,420.00 for 2024 inspections (new PO #2024474), approved on May 14, 2024. The current request for Amendment Number Three (3) will provide an additional \$119,640.00, extend the contract through July 31, 2026, and create a new purchase order, as previous POs have been depleted and closed automatically with zero balances.

A Memorandum of Agreement between the State of Colorado and Douglas County provides for the local regulation of conveyances within unincorporated Douglas County. This is highly specialized work applying conveyance standards and regulations adopted by the State of Colorado. Douglas County

engages the professional services of Shums Coda Associates, LLC, through a Public Contract for Services for the performance of statutorily required safety inspections. This self-funding program provides scheduled safety inspections and enforcement of regulations for elevators and other conveyances throughout unincorporated Douglas County. There is no net cost to the County and no additional cost to conveyance owners for these services. Most neighboring jurisdictions maintain similar programs, providing greater safety and consistency of enforcement across our region.

Amendment Number Three (3) will be funded by Business Unit 24100.447290, Fund 100.

**RECOMMENDED  
ACTION:**

Approval of Amendment Number Three (3) for the Public Contract for Services for 2025 -2026 Conveyance Regulation Services with Shums Coda Associates, LLC, in the additional amount of \$119,640.00, and extending the contract term through July 31, 2026.

**REVIEW:**

Kristina Mann	Approve	6/6/2025
Jeff Garcia	Escalated	6/13/2025
Amy Williams	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

PCS Amendment 3 Shums Coda

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
ELEVATOR, ESCALATOR and OTHER MOVING CONVEYANCES INSPECTION  
SERVICES WITHIN UNINCORPORATED AREAS OF DOUGLAS COUNTY  
AMENDMENT NUMBER THREE (3)  
PURCHASE ORDER NUMBER: Previous PO #2024474- New PO to be requested  
ACCOUNT NUMBER: 24100.447290**

**THIS AMENDMENT** is entered into as of this \_\_\_\_\_ day of June, 2025, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and SHUMS CODA ASSOCIATES, INC. (the “Consultant”).

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated JULY 26<sup>th</sup>, 2022 (the “Contract”); and

**WHEREAS**, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of One Hundred and Fifteen Thousand Eight Hundred Eighty Dollars (\$115,880.00); Amendment Number One (1) increased the contract by One Hundred and Sixteen Thousand Three Hundred Twenty Dollars (\$116,320.00); Amendment Number Two (2) increased the contract by One Hundred and Seventeen Thousand Four Hundred Twenty Dollars (\$117,420.00); and Compensation for the additional work associated with this Amendment Number Three (3) shall be One Hundred and Nineteen Thousand Six Hundred Forty Dollars (\$119,640.00); and

**WHEREAS**, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, and extending the Term; and

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

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

1. Section 4 of the Contract is hereby amended to read:

“**Maximum Contract Expenditure.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Four Hundred Sixty-Nine Thousand Two Hundred Sixty Dollars (\$469,260.00). In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$ 119,640.00**

**PREVIOUSLY APPROVED PCS REVISIONS: \$ 233,740.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): \$ 349,620.00**

**TOTAL FOR ORIGINAL PCS: \$ 115,880.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 469,260.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
ELEVATOR, ESCALATOR and OTHER MOVING CONVEYANCES INSPECTION  
SERVICES WITHIN UNINCORPORATED AREAS OF DOUGLAS COUNTY  
AMENDMENT NUMBER THREE (3)  
PURCHASE ORDER NUMBER: Previous PO #2024474- New PO to be requested  
ACCOUNT NUMBER: 24100.447290**

2. Section 5 of the Contract is hereby amended to read:

**“Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 1, 2022, and terminate at 12:00 a.m. on July 31, 2026. This Contract, at the option of the County, may be renewed for one (1) or more successive terms, if notice is given to the Consultant by the County on or before July 31, 2026, 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.”

3. The remainder of the Contract shall remain in full force and effect.



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**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
ELEVATOR, ESCALATOR and OTHER MOVING CONVEYANCES INSPECTION  
SERVICES WITHIN UNINCORPORATED AREAS OF DOUGLAS COUNTY  
AMENDMENT NUMBER THREE (3)  
PURCHASE ORDER NUMBER: Previous PO #2024474- New PO to be requested  
ACCOUNT NUMBER: 24100.447290**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
ELEVATOR, ESCALATOR and OTHER MOVING CONVEYANCES INSPECTION  
SERVICES WITHIN UNINCORPORATED AREAS OF DOUGLAS COUNTY  
AMENDMENT NUMBER THREE (3)  
PURCHASE ORDER NUMBER: Previous PO #2024474- New PO to be requested  
ACCOUNT NUMBER: 24100.447290**

**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Consultant's Place of Business:** (example: Joe Smith, ABC Consulting, Inc.) \_\_\_\_\_

**Email Address of Contact:** \_\_\_\_\_

**Phone # of Contact:** \_\_\_\_\_

**Address of Contact:** \_\_\_\_\_

\_\_\_\_\_

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Zachary Humbles, P.E., Special Projects Engineer

**DESCRIPTION:** Construction Contract with 53 Corporation, LLC, for the Saxeborough Drive Culvert Repair Project, in the Amount of \$175,950.00, Douglas County Project Number SP2025-010.

**SUMMARY:** The Saxeborough Culvert, situated near the intersection of Saxeborough Drive and Suffolk Lane, traverses the Beverly Hills Tributary. It has been identified as a high-risk culvert due to its current condition and location. The culvert's existing pipe has lost portions of the invert up to the spring line entirely, exposing scoured native materials. Other damage to the existing pipe is coming from the soil chemistry interaction with the existing pipe, which includes perforations above the spring line (throughout the pipe). The pipe inlet and outlet both pose additional risks to the intersection crossing site as they are significantly overgrown and unprotected from high flows. Neighborhood access and emergency egress also rely on this intersection crossing site. The above factors collectively contributed to the selection and prioritization of this crossing site for sustained and resilient traffic service.

We received the following quotes for this project: (excludes 15% field tasks, as ordered)

<b>53 Corp</b>	<b>\$153,000.00</b>
Holcim	\$178,421.52
Denver Dirt Works	\$205,925.00
ESI	No quote submitted
C&L	\$373,812.50
American West	\$234,120.00

Engineer's Estimate	\$178,336.00
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The total amount for this Construction Contract with 53 Corporation is \$175,950.00, which includes 15% for field task items to cover unanticipated events and conditions encountered during construction. Field tasks also

account for integrating existing infrastructure and variables that were observed during project design.

Funding for this project is available in: Business Unit 800100, Fund 200 = \$175,950.00

**RECOMMENDED  
ACTION:**

Approval of the Construction Contract with 53 Corporation, LLC, for the Saxeborough Drive Culvert Repair Project, in the amount of \$175,950.00, Douglas County Project Number SP2025-010.

**REVIEW:**

Kristina Mann	Approve	6/4/2025
Jeff Garcia	Escalated	6/11/2025
Amy Williams	Escalated	6/12/2025
Christy Gordon	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Const Contract - 53 Corp - SP2025-010 Saxeborough Culvert Repair - Zak H

**Saxeborough Drive Culvert Repair  
Project SP 2025-010**

**Construction Contract**

1. **Parties.** This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Board of County Commissioners of the County of Douglas (hereinafter "County") and **53 CORPORATION, LLC**, a Colorado corporation (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. Contract, which includes the Cover Page and Table of Contents;
- B. Approved Construction Plans (Exhibit A);
- C. Bid Schedule (Exhibit B);
- D. Douglas County Roadway Design and Construction Standards;
- E. Douglas County Grading, Erosion and Sediment Control Manual, (GESC);
- F. Douglas County Storm Drainage Design & Technical Criteria Manual
- G. CDOT, Standard Specifications for Road & Bridge Construction;
- H. CDOT, Standard Plans, M & S Standards;
- I. County's Payment Policies;
- J. Insurance Requirements, Revision of Section 107 of the Standard Special Provisions; and
- K. Payment and Performance Bonds

3. Except as otherwise provided in this Contract, the project shall be constructed in accordance with the Douglas County Roadway Design & Construction Standards, as amended May 2013, Douglas County Grading, Erosion and Sediment Control Manual, (GESC), dated 2004, as amended), the Douglas County Storm Drainage Design & Technical Criteria Manual, the CDOT Standard Specifications for Road and Bridge Construction, dated 2017, and the CDOT M&S Standard, dated 2012. If there is a conflict between these standards the Douglas County standards and manuals shall control.

4. **Scope of Work.** All services described in Exhibit A - (Construction Plans), attached hereto and incorporated herein, shall be performed by Contractor.

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

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

5. **Term:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on July 1<sup>st</sup>, 2025 and terminate at 12:00 a.m. on June 30<sup>th</sup>, 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. **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.

7. **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 SEVENTY FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$175,950.00)** 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 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 4 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. **Indemnification and Insurance.** Contractor agrees to:

A. Indemnification. The Contractor shall defend, release, indemnify and save and hold harmless the County, its officers, agents and employees from and against (1) any and all damages, including but not limited to loss of use, to property, or injuries to or death of any person or persons, including property and officers, agents and employees of the County, and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, actions or omissions of the Contractor or those performing under it in connection with its operations or performance herewith or its use or occupancy of real or personal property hereunder, including actions or omissions of Subcontractors and Suppliers, and acts or omissions of officers, employees, agents, representatives, invitees or licensees of the Contractor or its

Subcontractors or Suppliers; provided however, that the Contractor need not indemnify the County or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the County's officers, agents and employees. This indemnification is for an amount represented by the degree or percentage of negligence or fault attributable to the indemnity obligor or the indemnity obligor's agents, representatives, subcontractors, or suppliers. 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.

This indemnity clause shall also cover the County's defense costs, in the event that the County, in its sole discretion elects to provide its own defense. The County retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

- 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, except as otherwise provided for subcontractors herein.

11. **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.

12. **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.



13. **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.

14. **Non-Discrimination and Federal Assurance 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, 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.

15. **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.

16. **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 Contract 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.

17. **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.

18. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses, and, 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. All County permits will be at no cost to the Contractors.

19. **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.

20. **Colorado Labor Preference.** The provisions of Sections 8-17-101 and 102, 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 of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification. The County may waive the 80% requirement if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the project and if compliance would create an undue burden that could substantially prevent the completion of the project

21. **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.

22. **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, State of Colorado and County of Douglas.

23. **No Third-Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved by 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.

24. **Force Majeure:** No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this 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.

25. **Bond.** At the time of the execution of this Contract, the Contractor shall furnish a Contract Payment Bond and a Contract Performance Bond. Each bond shall be in the penal sum equal to the nearest integral one hundred dollars in excess of the Contract value or amount, plus all force account items, if any, specified in the project special conditions to be included in the payment and performance bonds. The bonds and the security shall be acceptable to the County.

26. **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.

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## STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

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 shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, or sex 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 section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
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 Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall 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 the Federal Highway Administration be pertinent to ascertain compliance with such Regulations, orders 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 shall so certify to the County, the Colorado Department of Transportation or the Federal Highway Administration as appropriate and shall 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 nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it, the Colorado Department of Transportation or the Federal Highway Administration 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 suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result

of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and, in addition, the Contractor may request the United States to enter into such 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.).

IN WITNESS WHEREOF, the parties have set their hands and seal the day herein first above written.

**53 CORPORATION, LLC:**

SIGNED: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

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

ATTEST:  
\_\_\_\_\_

TITLE: \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

\_\_\_\_\_  
HAYLEY HALL, Clerk to the Board  
Date

**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

---

**JANET HERMAN, P. E.**                      **Date**  
Director of Public Works Engineering

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

---

**ANDREW COPLAND**                      **Date**  
Director of Finance

---

**Chris Pratt**                                      **Date**  
Senior Assistant County Attorney



**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Contractor's Place of Business: Chris Hoyt**

**Email Address of Contact: chris@53corporation.com**

**Phone # of Contact: 720-733-0192**

**Address of Contact: 5655 Peterson Road, Sedalia, CO 80135**

## 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; Attention: ZACHARY HUMBLE, P.E..
3. Invoices must be submitted by the 25th of the month to be paid by the 25th of the following month. 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 on or about the 25th of each month. When payment dates occur on Saturday or Sunday, 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: \_\_\_\_\_

**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**Section 107 of the Standard Specifications is hereby revised as follows:**

**107.12 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

**In Subsection 107.12, delete the last paragraph and replace with the following:**

Measures to minimize damage to existing trees have been incorporated into the design of this Project. Due to the value of existing trees located within the Project limits, removal of trees has been minimized through the extensive use of ditch adjustments, grade and alignment adjustments and other techniques.

The Contractor shall take all precautions necessary to protect all trees not designated for transplanting and/or removal on the Project. Failure of the Contractor to protect existing trees will result in assessment of liquidated damages as follows:

First occurrence of failure to protect trees - \$5,000

Second occurrence of failure to protect trees - \$10,000

Any Subsequent occurrence of failure to protect trees - Potential Removal of Contractor from Project plus \$10,000 per occurrence

If the Contractor knowingly harms any existing tree(s), he shall immediately notify the Engineer of the tree(s) location and damage. Damage to trees that have been identified in the plans to be protected (or not identified for removal) outside the Project limits (County ROW and / or easements), or on private property, shall be subject to the above liquidated damages, and, potentially, any additional fines pursued by the owner(s) of the private property.

**107.15 RESPONSIBILITY FOR DAMAGE CLAIMS, INSURANCE TYPES AND COVERAGE LIMITS**

**Delete the first paragraph of Subsection 107.15, prior to subparagraph (a), in its entirety and replace with the following:**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as deemed necessary.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of, and in the course of, employment on the work under this Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.

**REVISION OF SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**  
**- Continued -**

The Contractor expressly binds himself to defend, indemnify and save harmless the County, its commissioners, officials, officers, directors and employees, against all third-party suits, actions, claims, costs, fees, and expenses, including but not limited to expert fees and attorneys' fees, of any kind and nature brought, or which may be brought against the County, for or on account of any injuries or damage received or sustained by any person, firm, partnership or corporation, or persons, firms, partnerships or corporations, or by any property, in connection with or on account of the operations of the Contractor; or failure to comply with the provisions of the Contract; or on account of or in consequence of neglect of the Contractor in safeguarding the work; or because of the performance of the work under this Contract or by or in consequence of any negligence in connection with the same; or on account of the use of any improper or defective materials or workmanship; or on account of any act or omission, neglect, or misconduct of the Contractor, or a subcontractor, agents, servants or employees; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, material or process involved is specifically required by the Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order or decree; or for any cause arising out of the performance of any subcontractor, agents, servants or employees relating to this Contract. 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.

**Subsection 107.15 (f) is hereby revised to include the following:**

- (f) The certificates of insurance shall be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Douglas County prior to commencement of the Contract. No other form of certificate shall be used. The certificates shall identify this Contract.

**Subsection 107.15 (g) is hereby revised to include the following:**

- (g) Any completed certificates of insurance, including renewals and amendments or modifications, shall be sent to:

Douglas County Project Engineer  
Department of Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, Colorado 80104

Megan Datwyler  
Douglas County Risk Management  
100 Third Street, 3<sup>rd</sup> Floor  
Castle Rock, Colorado 80104

Any notices of cancellation, termination, or material change shall be sent to the above addresses within **thirty (30) calendar days** prior to the date upon which the noticed action

**REVISION OF SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**  
**- Continued -**

(i.e., cancellation, termination or material change) is to take effect.

**Add the following new Subsection 107.15(i) :**

- (i) Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract, or, in the County's sole discretion, it may suspend the Contractor's performance and/or procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

**107.16 OPENING SECTIONS OF PROJECT TO TRAFFIC**

**Subsection 107.16 is hereby revised to include the following:**

The County has the right, subject to reasonable advance notice to the Contractor, to take possession of and use any completed or partially completed portions of the work. The County has this right even though the entire work or any portions thereof may, or may not, have been completed. Such possession and use shall not be deemed an acceptance of any work until all work has been completed in accordance with the Contract. Possession taken by the County pursuant to this paragraph shall not change the period of warranty requirements pursuant to the Revision of Sections 105 and 107.

**107.17 CONTRACTOR'S RESPONSIBILITY FOR WORK**

**Subsection 107.17 is hereby revised to include the following:**

Should an excavation become flooded, by any cause, the Contractor shall remove excess water, excavate the unsuitable material to a depth satisfactory to the Engineer and replace it with other suitable material as approved by the Engineer, at the Contractor's expense.

Until final written acceptance of the Project by the County, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, groundwater, surface runoff, floods or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

**REVISION OF SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**  
**- Continued -**

The Contractor shall be responsible for the Project and shall take such precautions as may be necessary to construct the Project in a dry condition, provide for drainage, groundwater, underground water, surface runoff; and shall erect any necessary temporary structures or other facilities (including pumping and all other dewatering costs) at the Contractor's expense that are needed to complete the requirements for this Project.

No separate measurement and payment will be made of the work, equipment and materials, including, but not limited to, any additional shoring, rock stabilization, diversions, cofferdams, sheeting, pumping and well points required to control the surface and subsurface water in the work area throughout the duration of the Project (until the Project is completed and accepted by the Engineer). This work shall be a subsidiary obligation of the Contractor for this Project.

In an emergency affecting the safety of life or property, on or adjoining the Project site, the Contractor shall act, either at his own discretion, or as instructed by the Engineer, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Engineer as provided in Subsections 104.03 and 109.04.

**107.19 FURNISHING RIGHT OF WAY**

**Subsection 107.19 is hereby revised to include the following:**

The Contractor shall construct this Project within the right-of-way, permanent slope easements, permanent drainage easements, permanent utility easements and temporary construction easements, or as otherwise provided in writing and as shown on the plans. The Contractor, at his expense, shall obtain any additional temporary construction easements that the Contractor wants. The Contractor shall provide the County with a written copy of all third-party agreements pertaining to this contract. Upon written approval by the Engineer, the County may agree to incorporate the adjacent additional temporary construction easements into the Project limits. The Contractor will be responsible for obtaining all applicable Federal, State and Local permits associated with the work outside the Project limits. No time extensions will be granted by the County for the Contractor to obtain these additional easements. When required, temporary fence will be constructed within the limits of the temporary construction easements.

**107.25 WATER QUALITY CONTROL**

**Subsection 107.25 is hereby revised as follows:**

Subsection 107.25(a) Definitions 1 through 4 are hereby deleted.

Subsection 107.25(b) Items 2 and 6 are hereby deleted.

Subsection 107.25(c) is hereby deleted.

## 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 ONE HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$175,950.00), 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 \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **SAXEBOROUGH CULVERT REPAIR PROJECT, SP 2025-010**, 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(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 ONE HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$175,950.00), 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 \_\_\_\_\_, \_\_\_\_\_, 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 **SAXEBOROUGH CULVERT REPAIR PROJECT, SP 2025-010**, 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 \_\_\_\_\_, \_\_\_\_\_.



**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.)



**STANDARD SPECIAL PROVISIONS  
FOR DOUGLAS COUNTY  
CONSTRUCTION PROJECTS**

**XXXX PROJECT NAME XXXX**

**DOUGLAS COUNTY PROJECT NUMBER  
CI XXXX-XXX**

-insert date here-

**(Enter project name here)  
DOUGLAS COUNTY PROJECT NUMBER CI 20XX-XXX**

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**REVISION OF SECTION 101  
DEFINITIONS AND TERMS**

**Section 101 of the Standard Specifications is hereby revised as follows:**

Wherever in the Standard Specifications, Standard Plans, Plans or Special Provisions the following definitions and terms are used; the intent and meaning shall be interpreted as follows:

- (a) **ADDENDUM or ADDENDA** - Any change(s), revisions(s) or clarification(s) of the Contract Plans or Special Provisions which have been duly issued by Douglas County to prospective Bidders prior to the time of receiving bids.
- (b) **CHIEF ENGINEER** - The County Representative of Douglas County, Colorado, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- (c) **COUNTY** – Douglas County, Colorado; Douglas County Government; Douglas County Board of County Commissioners (BOCC).
- (d) **DEPARTMENT** - Department of Public Works Engineering, Engineering Division, Douglas County, Colorado.
- (e) **COLORADO DEPARTMENT of TRANSPORTATION (CDOT), RESIDENT ENGINEER, DISTRICT ENGINEER, ENGINEER, PROJECT ENGINEER or REGION TRANSPORTATION DIRECTOR** -- County Project Engineer or the equivalent authorized County Representative(s) of Douglas County Colorado, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- (f) **EROSION CONTROL SUPERVISOR** – The Grading, Erosion and Sediment Control Manager as identified in Douglas County’s Grading, Erosion and Sediment Control Manual (GESC Manual), hereinafter referred to as the Contractor’s Erosion Control Supervisor (ECS).
- (g) **GRADING, EROSION AND SEDIMENT CONTROL (GESC) PLAN /STORMWATER MANAGEMENT PLAN (SWMP)** – The GESC Plan/SWMP comprises those contract documents designed in accordance with the Douglas County GESC Manual and the Colorado Department of Public Health and Environment (CDPHE) General Permit requirements and contain the requirements to implement effective erosion and sediment control Best Management Practices (BMPs) as a standard for all land disturbance activities to reduce increases in erosion and sedimentation over pre-construction conditions.
- (h) **HOLIDAYS**. Holidays recognized by Douglas County are:
  - New Year’s Day
  - Dr. Martin Luther King, Jr. Birthday (observed)
  - President’s Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran’s Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day
  - Christmas Day

**REVISION OF SECTION 101  
DEFINITIONS AND TERMS**

**- Continued -**

When one of these holidays fall on a Sunday, the following Monday shall be considered a holiday. When one of these holidays fall on a Saturday, the preceding Friday shall be considered a holiday.

- (i) **NOTICE OF INTENT TO AWARD** – Notification given by the County Representative to the successful bidder of the County Staff's intent to recommend award of the Project to the successful bidder.
- (j) **PROJECT** – The specific location of work as described within the contract documents, on which construction is to be performed.
- (k) **STATE, STATE OF COLORADO or COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)** - Douglas County, Colorado.
- (l) **WRITTEN NOTICE** – Written Notice shall be defined as all communication given by either party to the Contract through the following means:
  - 1. Delivered to the office of the Contractor, the office being located at the physical address stated by the Contractor on the signature page of the Contract (or at such other office as the Contractor may, from time to time, designate in writing).
  - 2. Delivered to the County at the physical address of: Douglas County Department of Public Works Engineering, Engineering Division located in the Philip S. Miller Building, Second Floor, 100 Third Street, Suite 220, Castle Rock, CO 80104.
  - 3. Written communication deposited and delivered through the United States Postal Service in a sealed, postage-prepaid envelope to such address as directed within the Contract.
  - 4. Delivery by facsimile (fax) to the facsimile address (telephone number) directed within the Contract.
  - 5. Delivery through electronic mail (e-mail) to the e-mail address directed within the Contract.

**REVISION OF SECTION 102  
BIDDING REQUIREMENTS AND CONDITIONS**

**Section 102 of the Standard Specifications is hereby revised as follows:**

**Subsection 102.02 is hereby replaced with the following:**

**102.02 Contents of Proposal Forms.** The Contractor's bid shall be submitted as described in the Notice to Bidders for the project.

**REVISION OF SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**Section 103 of the Standard Specifications is hereby revised as follows:**

**103.01 CONSIDERATION OF PROPOSALS**

**Delete Subsection 103.01 in its entirety and replace with the following:**

After the proposals (bids) are opened and read, they will be evaluated, and the Contract awarded or rejected in accordance with the "Rules" referenced in Subsection 102.01.

**103.02            AWARD OF CONTRACT**

**Delete Subsection 103.02 in its entirety and replace with the following:**

The Contract, if awarded, shall be executed within **ninety (90) calendar days** after the opening of Bid Proposals unless both the successful bidder and the County agree in writing to allow additional time. The Contract will be awarded to the lowest responsive, responsible bidder who will serve the best interests of the County; and the County reserves the right to make this determination. **The County, however, reserves the right to reject any and all bids, to waive informality or technicality in any bid, and to disregard all non-conforming, non-responsive conditional or alternate bids whenever such rejection or waiver is in the County's best interest.**

The successful bidder will be notified at the earliest possible date, by telephone, fax or letter mailed to the address shown on their Proposal that their bid has been reviewed and Douglas County Engineering will be recommending to the Board of County Commissioners award of the Contract to that bidder.

In determining whether the low bid is from a "responsive and responsible bidder," the following criteria will be considered:

- (a) Whether the Bidder has received CDOT prequalification status (active status) for bidding on contracts of a similar size and type;
- (b) The Bidder's financial responsibility and financial capability to complete the work;
- (c) The Bidder's previous performance (both satisfactory and unsatisfactory) on completing prior Douglas County contracts, including performance of any required warranty repair work;
- (d) The Bidder's quality of work previously performed for developers, CDOT and other governmental agencies.

**103.04            EXECUTION AND APPROVAL OF CONTRACT**

**Delete Subsection 103.04 in its entirety and replace with the following:**

The Contract shall be signed by the successful bidder and returned with acceptable contract Payment and Performance Bonds, Certificate of Insurance, Warranty, and all other formal contract documents within **ten (10) days after the date of Notice of Intent to Award. If the Contract is not executed by Douglas County within sixty (60) days** from the date of receipt of this Contract,

**REVISION OF SECTION 103  
AWARD AND EXECUTION OF CONTRACT  
-Continued-**

Payment and Performance Bonds, Certificate of Insurance, Warranty and other formal contract documents, the Bidder shall have the right to withdraw the Bid Proposal without penalty.



**REVISION OF SECTION 104  
SCOPE OF WORK**

**Section 104 of the Standard Specifications is hereby revised as follows:**

**104.01 INTENT OF CONTRACT**

**Subsection 104.01 is hereby revised to include the following:**

All communications between the Contractor and the County shall conform to the following: All notices, demands, requests, instructions, approvals, proposals, and claims must be in the form of Written Notice as defined in Section 101. **The County will not recognize “Constructive Notice” in lieu of Written Notice.**

**Add the following new Subsection 104.015:**

**104.015 Notice of Disputes.** All disputes arising under this Contract or its interpretation, whether involving law, fact, or both, or extra work within **seven (7) calendar days** of commencement of the disputes, be presented by the Contractor to the Engineer in writing for decision. All papers pertaining to disputes shall be filed in duplicate. Such notice need not detail the dollar amount of the dispute but shall state the facts surrounding the dispute in sufficient detail to identify the dispute together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any dispute not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character, the dispute will be considered only for a period commencing **seven (7) calendar days** prior to the receipt by Douglas County of written notice thereof. **Constructive Notice will not be recognized.**

**104.02 DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, AND  
SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

**Subsection 104.02(a) is hereby revised to include the following:**

Claims for additional compensation for extra work due to alleged errors in ground elevations, contour lines or bench marks will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, and clearly showing that errors existed which resulted or would result in handling more material or performing more work than would be reasonably estimated from the plans issued by Douglas County. Any discrepancies, which may be discovered between actual conditions and those represented by the plans, shall at once, but no later than within twelve hours of discovery, be reported by the Contractor to the Engineer; and work shall not proceed, except at the Contractor’s risk or unless the Engineer has directed in writing the Contractor to continue working.

**Delete Subsection 104.02(c) in its entirety and replace with the following:**

*(c) Significant Changes in the Character of the Work.* The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall

**REVISION OF SECTION 104  
SCOPE OF WORK**

**- Continued -**

not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit cost thereof is materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work. In case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in an amount as the Engineer may determine to be fair and equitable. Material change of the character of the work to be performed or the cost thereof as used herein means an increase or decrease in quantities over or under the plan quantities amounting to an aggregate increase or decrease to the **original Total Contract Amount of twenty-five percent (25%)** or more.

The Unit Price for each of the listed items in the Bid Proposal shall include its prorated share of overhead, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities.

No adjustment to unit prices will be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) does not increase or decrease the **original Total Contract Amount by more than twenty-five percent (25%)**.

The County may make changes in the scope of the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given by the Contractor pursuant to the Contract provisions, and without affecting the validity of the bonds, provided that the total net amount of the changes does not change the **original Total Contract Amount by more than twenty-five percent (25%)**. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise in writing.

If applicable unit prices are contained in the Contract (established as a result of a unit price bid), the County may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

If applicable unit prices are not contained in the Contract, or if the total net change increases or decreases the **original Total Contract Amount more than twenty-five percent (25%)**, the County shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from the Contractor covering the work involved in the change, after which the procedure shall be as follows:

**REVISION OF SECTION 104  
SCOPE OF WORK**

- Continued -

If the proposal is acceptable, the County will prepare a change order in accordance therewith for acceptance by the Contractor. Each change order shall include in its final form:

1. A detailed description of the change in the work,
2. The Contractor's proposal (if any) or a confirmed copy thereof,
3. A definite statement as to the resulting change in the Contract Price and/or Time,
4. The statement that all work involved in the change shall be performed in accordance with Contract Requirements except as modified by the change order.

**104.04 MAINTAINING TRAFFIC**

**Subsection 104.04 is hereby revised to include the following:**

Before proceeding with construction, the Contractor will submit to the County/Engineer a detailed proposal in writing of his method of handling traffic during construction for review and approval. The County/Engineer shall require no more than **ten (10) calendar days** to review and approve the Contractor's submittal; and the Contractor shall take this into consideration when planning his schedule for these submittals. It is the Contractor's responsibility to adequately plan the submittal of all necessary Traffic Control Plans (TCP) in order for approval to be granted at least **three (3) calendar days** prior to construction or at least **three (3) calendar days** prior to a change in condition.

During the course of construction, the Contractor shall provide a detailed TCP, which shows how the Contractor will handle traffic for the various phase(s) of the scheduled construction work. Details in the TCP will include, but not be limited to, hours of work in compliance with the Project Special Provisions (PSPs), placement of signs and barricades, use of traffic control devices such as cones, barriers, and barricades, stationing of flagging personnel, access control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers.

The Contractor will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless so directed in writing by the Engineer. The Contractor shall remove and reset all construction signs prior to the commencement of any adjacent construction. If the Engineer determines that construction signs, channelizing devices or materials being used are damaged, worn, faded, or are incapable of conveying the intended message or serving the intended purpose, the Contractor shall replace or repair such signs, devices or materials as directed by the Engineer. The cost of any repair or replacement shall be included in the work. The Contractor is cautioned that parking of all vehicles and construction equipment parking is prohibited when it or its location conflicts with safety access or the flow of traffic.

The Contractor will be required to notify the County **three (3) calendar days** prior to the date the Contractor intends to start construction.

**REVISION OF SECTION 104  
SCOPE OF WORK**

**- Continued -**

During the various phase(s) of construction of this Project, traffic will need to use the current existing traveled roadways, unless noted otherwise in the plans or contract documents. Temporary detours shall be submitted to the Engineer for review and approval.

Measurement or payment will not be made for the costs associated with temporary detours unless specified otherwise in the plans or PSPs. If the Contractor determines that additional temporary detours across private property are advantageous, then the Contractor is responsible for all costs associated with constructing and maintaining the detours and any additional costs to obtain the additional easements. The Contractor shall provide written proof of permission from private property owner(s) and insurance and indemnification for the County to the Engineer prior to scheduling work to commence on said private property.

The Contractor shall be responsible for furnishing and maintaining all traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall be responsible for providing and maintaining all temporary pavement markings in accordance with the MUTCD, until the final striping is completed, and the Project is accepted by the County.

The Traffic Control Supervisor (TCS) and all flagging personnel shall be certified by the Colorado Department of Transportation before working on this Project and shall maintain such certification throughout the Project duration.

The Contractor shall not place emulsion or tack coat on any surface where traffic will be required to travel upon the fresh emulsion or tack coat.

The Contractor shall inspect, maintain and keep all traffic control devices clean throughout the Project duration, including during periods when **other work required for** the Project has been suspended due to inclement weather, unless approved otherwise in writing by the Engineer.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**Section 105 of the Standard Specifications is hereby revised as follows:**

**DESCRIPTION**

Control of Work shall conform with Douglas County Roadway Design and Construction Standards, Chapter 5 Pavement Design and Technical Criteria, Section 5.5, and Chapter 8, Roadway Inspection and Testing Procedures, included herein.

Should discrepancies arise between the Colorado Department of Transportation Standard Specification for Road and Bridge Construction and the Douglas County Roadway Design and Construction Standards, the Douglas County Roadway Design and Construction Standards shall take precedence.

Incentive Payments will not be paid on Douglas County projects unless otherwise specified in the contract.

**105.05 CONFORMITY TO THE CONTRACT OF HOT MIX ASPHALT**

**Subsection 105.05 is hereby revised to include the following:**

No Incentive Payment shall be made for this project.

**105.06 CONFORMITY TO THE CONTRACT OF PORTLAND CEMENT  
CONCRETE PAVEMENT**

**Subsection 105.06 is hereby revised to include the following:**

No Incentive Payment shall be made for this project.

**105.07 CONFORMITY TO ROADWAY SMOOTHNESS CRITERIA OF HMA**

**Subsection 105.07 is hereby revised to include the following:**

No Incentive Payment shall be made for this project.

**105.08 CONFORMITY TO ROADWAY SMOOTHNESS CRITERIA OF  
PORTLAND CEMENT CONCRETE PAVEMENT**

**Subsection 105.08 is hereby revised to include the following:**

No Incentive Payment shall be made for this project.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**-Continued-**

**105.09           COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL  
SPECIFICATIONS AND SPECIAL PROVISIONS**

**Delete Subsection 105.09 in its entirety and replace with the following:**

Any work shown on the plans and not covered in the special provisions or included in the special provisions and not shown on the plans, shall be executed by the Contractor as though shown both on the plans and included in the special provisions. The plans, special provisions, Standard Specifications, Standard Plans, and all supplementary documents are intended to be complete and complementary. If any omissions are made which are necessary to carry out the full intent and meaning of the Contract, the Contractor shall supply such omissions, at no additional cost to the County, as though they have been fully set forth in the plans, special provisions, or the Contract.

All work to be performed under this Contract shall be governed by said plans and special provisions, including all Addenda thereto, unless modified by any technical specifications, which are included in the Contract Documents.

**In case of discrepancy, the order of precedence is as follows:**

- (a) Change Orders
- (b) Agreement
- (c) Addenda
- (d) Notice to Bidders
- (e) Special Provisions
  - 1. Project Special Provisions
  - 2. Standard Special Provisions
  - 3. CDOT Standard Specifications for Road and Bridge Construction, Dated 2017
- (f) Plans
  - 1. Detailed Plans
  - 2. CDOT Standard Plans - M&S Standards, Dated July, 2012 and most recent revisions where calculated and specified dimensions will govern over scaled dimensions
- (g) Douglas County Roadway Design and Construction Standards, as revised at time of Bid
- (h) Douglas County Grading, Erosion and Sediment Control Manual (GESC Manual), as amended at time of Bid
- (i) CDOT Supplemental Specifications
- (j) CDOT Construction Manual
- (k) CDOT Field Materials Manual

**REVISION OF SECTION 105  
CONTROL OF WORK  
- Continued -**

**105.10 COOPERATION BY CONTRACTOR**

**Delete Subsection 105.10 in its entirety and replace with the following:**

The Contractor for the work required will be supplied, without charge, two (2) complete sets of the Contract Documents (plans and specifications) that are stamped "For Construction." At least one set of the Contract Documents shall be available at the Project site at all times. (Douglas County's Roadway Design and Construction Standards are available on the Douglas County website or at the County Engineer's office.)

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information (RFI) not already in his possession which the Contractor believes should be furnished by the County under the terms of this Contract, and which will be required in the planning and execution of the work. Such requests shall be submitted in writing as the need is identified, but each request shall be filed in ample time to permit appropriate action to be taken by all parties involved, so as to avoid delay. The Contractor shall, if requested, promptly furnish any assistance and information the County Project Engineer may be required to respond to these requests by the contractor. The Contractor shall be fully responsible for any delay in his work or delay to others arising from his failure to comply fully with the provision(s) of this paragraph.

The Contractor shall give the work the constant attention necessary to facilitate progress and shall cooperate with the Engineer, inspectors, and other contractors.

The Contractor shall have on the project, at all times that work is being performed, a competent superintendent capable of reading and understanding the contract documents and experienced in the type of work being performed. The superintendent will receive instructions from the Engineer and shall be authorized to act for the Contractor on the project and to execute orders or directions of the Engineer without delay. The superintendent shall promptly supply, irrespective of the amount of work sublet, materials, equipment, tools, labor, and incidentals to complete the Contract.

**105.16 INSPECTION AND TESTING OF WORK**

**Subsection 105.16 is hereby revised to include the following:**

Approval of any material shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer may have quality assurance tests made as he deems necessary and may reject materials, equipment, and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories fail to meet quality assurance tests, the Engineer will have the right to cause their removal and replacement by proper materials, equipment or accessories, or to demand and secure such reparation by the Contractor as is equitable.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

Except as otherwise specifically stated in the Contract, costs of testing will be divided as follows:

- (a) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (b) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- (c) The Contractor shall furnish, without extra cost, all samples required for testing purposes;
- (d) The Contractor shall pay for materials testing necessary to test materials for conformity to the specifications prior to construction. This includes, but is not limited to, aggregate materials and gradation, emulsified oils, hot bituminous mix and concrete mix.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper time for inspection and testing. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover those facilities for inspection and recover all such facilities at the Contractor's sole expense, when so requested and deemed necessary by the Engineer.

Materials and appurtenances to be incorporated in the work are subject to inspection at the place of production, manufacture or shipment. Such inspections and acceptance shall, unless otherwise stated in the Standard Specifications or these special provisions, be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Notwithstanding the requirements contained in the preceding sentence, inspection of materials, as a whole or in part, will be made at the Project site.

**105.21 ACCEPTANCE**

**Delete Subsection 105.21(a) in its entirety and replace with the following:**

- (a) ***Partial Acceptance.*** There will be no partial acceptance of any unit or portion of the Project, unless authorized in writing by the Engineer.

**105.22 DISPUTE RESOLUTION**

**Delete Subsection 105.22 in its entirety and replace with the following:**

Subsections 105.22, 105.23 and 105.24, as revised, detail the process through which the parties (Douglas County and the Contractor) agree to resolve any issues that may result in a dispute. The intent of the process is to resolve issues early, efficiently and as close to the project level as possible. Specified time frames may be extended by mutual agreement of the Project Engineer and the Contractor, as agreed to and stipulated in writing.

A dispute is a disagreement concerning contract price, time and interpretation of the Contract, or any combination of the three between the parties at the project level regarding or relating to the Contract. Disputes include, but are not limited to, any disagreement resulting from a delay, a



**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

change order, another written order or an oral order from the Project Engineer, including any direction, instruction, interpretation or determination by the Project Engineer, interpretation of the Contract provisions, plans, specifications or the existence of alleged differing site conditions.

When an issue arises on the Project that cannot be resolved between the parties, either party may consider it a dispute and initiate the dispute resolution process as described in Revision of Subsection 105.22 by written notice, in conformity with supplemental Standard Special Provision 104.015, to the other party.

If the Project Engineer does not respond within the specified timelines, the Contractor may advance the dispute to the next level.

The dispute resolution process set forth in this Subsection shall be exhausted in its entirety prior to initiation of the Administrative Hearing Process defined in Subsection 105.23, as revised. Failure to comply with the requirements set forth in this Subsection shall bar the Contractor from any further administrative, equitable or legal remedy. If a deadline is missed that does not prejudice either party, further relief shall be allowed.

All disputes and any potential claims shall be submitted within thirty (30) days of the date of the certified letter submitting the Final Application for Payment to the Contractor. Notwithstanding the preceding paragraph, failure to submit a dispute or claim within this time period shall constitute prejudice to the County and releases the County from all disputes and claims for which notice has not already been submitted in accordance with the Contract.

All disputes and claims seeking damages calculated on a Total Cost or Modified Total Cost basis will not be considered unless the party asserting such damages establishes all the legal requirements therefore.

- (a) *Document Retention.* The Contractor shall keep full and complete records of the costs and additional time incurred for each dispute for a period of at least three years after the date of final payment or until the dispute is resolved, whichever is more. The Contractor, subcontractors and lower tier subcontractors shall provide adequate facilities, acceptable to the Project Engineer, for an audit during normal business hours. The Contractor shall permit the Project Engineer or County auditor (and staff) to examine and copy those records and all other records required by the Project Engineer to determine the facts or contentions involved in the dispute. The Contractor shall identify and segregate any documents or information that the Contractor considers particularly sensitive, such as confidential or proprietary information.

Throughout the dispute, the Contractor and the Project Engineer shall keep complete daily records of extra costs and time incurred, in accordance with the following procedures:

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

1. Daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project's schedule. Such records shall also reflect all labor, material and equipment applicable to the affected operations.
  2. On the first work day of each week following the date of the written notice of dispute, the Contractor shall provide the Project Engineer with the daily records for the proceeding week. If the Contractor's records indicate costs greater than those kept by the County, the Project Engineer will meet with the Contractor and present his records to the Contractor at the meeting. The Contractor shall notify the Project Engineer in writing within three work days of any inaccuracies noted in, or disagreements with the County's records.
- (b) *Initial Dispute Resolution Process.* To initiate the dispute resolution process, the Contractor shall provide a written notice of dispute to the other party upon the failure of the Parties to resolve the issue through negotiation. Disputes will not be considered unless the Contractor has first complied with specified issue resolution processes such as those specified in Subsections 104.015, 104.02, 106.05, 108.08(a), and 108.08(d).

The Contractor shall supplement the written notice of dispute within fifteen (15) days with a written Request for Equitable Adjustment (REA) providing the following:

1. The date of the dispute;
2. The nature of the circumstances which caused the dispute;
3. A statement explaining in detail the specific provisions of the Contract and any basis, legal or factual, which support the dispute;
4. If any, the estimated quantum, calculated in accordance with methods set forth in Subsection 105.24(b) 12, of the dispute with supporting documentation;
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall submit as much information on estimated quantum and any impacts to the Contract time as is reasonably available with the REA, and then supplement the REA as additional information becomes available.

- (c) *Project Engineer Review.* Within fifteen (15) days after receipt of the REA, the Project Engineer will meet with the Contractor to discuss the merits of the dispute. Within seven (7) days after this meeting, the Project Engineer will issue a written decision on the merits of the dispute.

The Project Engineer will either deny the merits of the dispute or notify the Contractor that the dispute has merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination and an evaluation of all scheduling issues that may be involved.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

If the dispute is determined to have merit, the Contractor and the Project Engineer will determine the adjustment in payment, schedule or both within thirty (30) days. When a satisfactory adjustment is determined, it shall be implemented in accordance with Subsections 106.05, 108.08, 109.04, 109.05 or 109.10 and the dispute is resolved, and no further action will be taken.

If the dispute is determined not to have merit and the Contractor accepts the Project Engineer's denial of the merits of the dispute, the dispute is resolved, and no further action will be taken. If the Contractor does not respond in seven (7) days, it will be assumed he has accepted the denial. If the Contractor rejects the Project Engineer's denial of the merits of the dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within thirty (30) days, the Contractor may further pursue resolution of the dispute by providing written notice to the Authorized County Representative within seven (7) days, according to Subsection 105.22(d).

- (d) *Authorized County Representative Review.* Within seven (7) calendar days after receipt of the Contractor's written notice to the Authorized County Representative of unsatisfactory resolution of the dispute, the Project Engineer and Authorized County Representative will meet with the Contractor to discuss the dispute. Meetings shall continue weekly for a period of up to thirty (30) days and shall include a Contractor's representative with decision authority above the project level.

If these meetings result in resolution of the dispute, the resolution will be implemented in accordance with Subsections 108.08, 109.04, 109.05 or 109.10 and the dispute is resolved.

If these meetings do not result in resolution or the participants mutually agree that they have reached an impasse, the dispute shall be presented to the Dispute Review Board (DRB) in accordance with Subsection 105.23, as revised.

If the dispute escalates to the DRB process, the DRB shall not hear any issue or consider any information that was not contained in the Request for Equitable Adjustment and fully submitted to the Project Engineer during the process described in this Revision of Subsection 105.22.

**105.23 DISPUTE REVIEW BOARD**

**In Subsection 105.23(d), delete item 1 in its entirety and replace with the following:**

1. Contact the Contractor and the DRB to coordinate an acceptable hearing date and time. The hearing shall be held at the County's office unless an alternative location is agreed to by both parties. Unless otherwise agreed to by both parties, the DRB hearing will be held within thirty (30) days after the DRB Agreement is signed by all members of the DRB.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

**Delete the first paragraph of Subsection 105.23(e) in its entirety and replace with the following:**

- (e) *Pre-Hearing Submittal:* At least twenty days prior to the hearing, the County and the Contractor shall exchange lists of all supporting documents each party intends to use at the hearing for purposes of compiling a common set of documents to be used at the hearing, as discussed in number 2, below. At least fifteen (15) days prior to the hearing, the County and the Contractor shall submit by e-mail to the DRB Chairperson and any other DRB members, if any, and to the opposing party their pre-hearing position paper. At the same time, the County shall submit copies of the common set of documents to be used by both parties, and each party shall separately submit a copy of any additional supporting documents it intends to use at the hearing in the manner as submission of the pre-hearing position paper unless otherwise agreed by the parties and the DRB.

**105.24 CLAIMS FOR UNRESOLVED DISPUTES**

**In Subsection 105.24, delete the first seven paragraphs, prior to Subsection (a), in their entirety and replace with the following:**

The Contractor may file a claim only if the dispute resolution process described in Subsections 105.22 and 105.23, as revised in these SSPs, has been exhausted. This Subsection applies to any unresolved dispute or set of disputes between the County and the Contractor with an aggregate of more than \$15,000. The venue for all unresolved disputes with an aggregate of \$15,000 or less shall be the County Court of Douglas County.

All claims of any nature whatsoever regarding the Contract, including, without limitation, Contractor claims for additional compensation or extensions of Contract Time, and claims involving claimed breach of or default under the Contract, shall be resolved by an Administrative Hearing. Such Administrative Hearing shall be conducted pursuant to the procedures set forth in this section.

If either party raises a question concerning whether any issue or claim raised in such administrative proceeding is within the scope of the Contract's dispute or claim resolution provisions, including this Section, such question shall be decided by the Hearing Officer assigned to hear the matter.

The Contractor expressly agrees that the provisions of Subsection 105.24 and this Revision of Subsection 105.24 provide the only claim resolution mechanism for claims asserted by the Contractor, regardless of any claimed theory of entitlement by the Contractor or its subcontractors or suppliers.

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

**Delete Subsection 105.24(c) in its entirety and replace with the following:**

- (c) *Audit.* An audit may be performed by the County for any claim, including claims with amounts greater than \$250,000. All audits will be completed within sixty (60) days following receipt of the complete claim package, provided the Contractor allows the auditors reasonable and timely access to the Contractor's books and records.

**Delete Subsections 105.24 (d), (e), and (f) in its entirety and replace with the following:**

- (f) *Administrative Review and Court Proceedings.*

1. Any party who disputes any determination made pursuant to Subsection 105.23 and this Revision of Subsection 105.23, which determination adversely affects such Contractor, may petition the County Manager for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this Subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section and failure of compliance shall forever bar any such action.
2. The County Manager may hold such hearing himself or at his sole discretion may designate a consultant or employee of the Douglas County Engineering Division as a hearing officer with authority to hold such hearing or such hearings. The County Manager may also designate an independent hearing officer retained for that purpose by contract.
3. Such petition shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the County Manager or the hearing officer. The hearing, if any, shall take place in the County, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the County Manager. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in the State of Colorado District Court.
4. Thereupon, the County Manager or his designee shall make a final determination. Such final determination shall be considered a final agency action and may be reviewed under Colorado Revised Statutes § 24-4-106 and Rule 106(a)(4) of the Colorado Rules of Civil Procedure by the petitioner or by the County unless a reconsideration is requested by any party. A request for reconsideration of the determination may be made if filed with the County Manager within fifteen (15) days of the date of determination, in which case the County Manager shall review the record if the proceedings were conducted by a designated hearing officer, and issue a written determination that shall be considered a

**REVISION OF SECTION 105  
CONTROL OF WORK**

**- Continued -**

- final order of the County Manager upon the date it is signed, which shall then be considered a final agency action and may be reviewed under Colorado Revised Statutes § 24-4-106 and Rule 106(a)(4) of the Colorado Rules of Civil Procedure by the petitioner or by the County.
5. The District Court of Douglas County, State of Colorado shall have original jurisdiction in proceedings to review any final agency action by the County Manager pursuant to subparagraph 4, above, by order or writ under Colorado Revised Statutes § 24-4-106 and Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

**REVISION OF SECTION 106  
CONTROL OF MATERIAL**

**Section 106 of the Standard Specifications is hereby revised to include the following:**

**DESCRIPTION**

Control of Material shall conform with Douglas County Roadway Design and Construction Standards, Chapter 5 Pavement Design and Technical Criteria, Section 5.5, and Chapter 8, Roadway Inspection and Testing Procedures included herein.

Should discrepancies arise between the Colorado Department of Transportation Standard Specification for Road and Bridge Construction and the Douglas County Roadway Design and Construction Standards, the Douglas County Roadway Design and Construction Standards shall take precedence.

**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**Section 107 of the Standard Specifications is hereby revised as follows:**

**107.12 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

**In Subsection 107.12, delete the last paragraph and replace with the following:**

Measures to minimize damage to existing trees have been incorporated into the design of this Project. Due to the value of existing trees located within the Project limits, removal of trees has been minimized through the extensive use of ditch adjustments, grade and alignment adjustments and other techniques.

The Contractor shall take all precautions necessary to protect all trees not designated for transplanting and/or removal on the Project. Failure of the Contractor to protect existing trees will result in assessment of liquidated damages as follows:

First occurrence of failure to protect trees - \$5,000

Second occurrence of failure to protect trees - \$10,000

Any Subsequent occurrence of failure to protect trees - Potential Removal of Contractor from Project plus \$10,000 per occurrence

If the Contractor knowingly harms any existing tree(s), he shall immediately notify the Engineer of the tree(s) location and damage. Damage to trees that have been identified in the plans to be protected (or not identified for removal) outside the Project limits (County ROW and / or easements), or on private property, shall be subject to the above liquidated damages, and, potentially, any additional fines pursued by the owner(s) of the private property.

**107.15 RESPONSIBILITY FOR DAMAGE CLAIMS, INSURANCE TYPES AND COVERAGE LIMITS**

**Delete the first paragraph of Subsection 107.15, prior to subparagraph (a), in its entirety and replace with the following:**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as deemed necessary.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of, and in the course of, employment on the work under this Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.



**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC  
- Continued -**

The Contractor expressly binds himself to defend, indemnify and save harmless the County, its commissioners, officials, officers, directors and employees, against all third-party suits, actions, claims, costs, fees, and expenses, including but not limited to expert fees and attorneys' fees, of any kind and nature brought, or which may be brought against the County, for or on account of any injuries or damage received or sustained by any person, firm, partnership or corporation, or persons, firms, partnerships or corporations, or by any property, in connection with or on account of the operations of the Contractor; or failure to comply with the provisions of the Contract; or on account of or in consequence of neglect of the Contractor in safeguarding the work; or because of the performance of the work under this Contract or by or in consequence of any negligence in connection with the same; or on account of the use of any improper or defective materials or workmanship; or on account of any act or omission, neglect, or misconduct of the Contractor, or a subcontractor, agents, servants or employees; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, material or process involved is specifically required by the Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order or decree; or for any cause arising out of the performance of any subcontractor, agents, servants or employees relating to this Contract. 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.

**Subsection 107.15(f) is hereby revised to include the following:**

- (f) The certificates of insurance shall be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Douglas County prior to commencement of the Contract. No other form of certificate shall be used. The certificates shall identify this Contract.

**Subsection 107.15(g) is hereby revised to include the following:**

- (g) Any completed certificates of insurance, including renewals and amendments or modifications, shall be sent to:

Douglas County Project Engineer  
Department of Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, Colorado 80104

Megan Datwyler  
Douglas County Risk Management  
100 Third Street, 3<sup>rd</sup> Floor  
Castle Rock, Colorado 80104

**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC  
- Continued -**

Any notices of cancellation, termination, or material change shall be sent to the above addresses within **thirty (30) calendar days** prior to the date upon which the noticed action (i.e., cancellation, termination or material change) is to take effect.

**Add the following new Subsection 107.15(i):**

- (i) Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract, or, in the County's sole discretion, it may suspend the Contractor's performance and/or procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

**107.16 OPENING SECTIONS OF PROJECT TO TRAFFIC**

**Subsection 107.16 is hereby revised to include the following:**

The County has the right, subject to reasonable advance notice to the Contractor, to take possession of and use any completed or partially completed portions of the work. The County has this right even though the entire work or any portions thereof may, or may not, have been completed. Such possession and use shall not be deemed an acceptance of any work until all work has been completed in accordance with the Contract. Possession taken by the County pursuant to this paragraph shall not change the period of warranty requirements pursuant to the Revision of Sections 105 and 107.

**107.17 CONTRACTOR'S RESPONSIBILITY FOR WORK**

**Subsection 107.17 is hereby revised to include the following:**

Should an excavation become flooded, by any cause, the Contractor shall remove excess water, excavate the unsuitable material to a depth satisfactory to the Engineer and replace it with other suitable material as approved by the Engineer, at the Contractor's expense.

Until final written acceptance of the Project by the County, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, groundwater, surface runoff, floods or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC  
- Continued -**

The Contractor shall be responsible for the Project and shall take such precautions as may be necessary to construct the Project in a dry condition, provide for drainage, groundwater, underground water, surface runoff; and shall erect any necessary temporary structures or other facilities (including pumping and all other dewatering costs) at the Contractor's expense that are needed to complete the requirements for this Project.

No separate measurement and payment will be made of the work, equipment and materials, including, but not limited to, any additional shoring, rock stabilization, diversions, cofferdams, sheeting, pumping and well points required to control the surface and subsurface water in the work area throughout the duration of the Project (until the Project is completed and accepted by the Engineer). This work shall be a subsidiary obligation of the Contractor for this Project.

In an emergency affecting the safety of life or property, on or adjoining the Project site, the Contractor shall act, either at his own discretion, or as instructed by the Engineer, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Engineer as provided in Subsections 104.03 and 109.04.

**107.19 FURNISHING RIGHT OF WAY**

**Subsection 107.19 is hereby revised to include the following:**

The Contractor shall construct this Project within the right-of-way, permanent slope easements, permanent drainage easements, permanent utility easements and temporary construction easements, or as otherwise provided in writing and as shown on the plans. The Contractor, at his expense, shall obtain any additional temporary construction easements that the Contractor wants. The Contractor shall provide the County with a written copy of all third-party agreements pertaining to this contract. Upon written approval by the Engineer, the County may agree to incorporate the adjacent additional temporary construction easements into the Project limits. The Contractor will be responsible for obtaining all applicable Federal, State and Local permits associated with the work outside the Project limits. No time extensions will be granted by the County for the Contractor to obtain these additional easements. When required, temporary fence will be constructed within the limits of the temporary construction easements.

**107.25 WATER QUALITY CONTROL**

**Subsection 107.25 is hereby revised as follows:**

Subsection 107.25(a) Definitions 1 through 4 are hereby deleted in their entirety.

Subsection 107.25(b) Items 2 and 6 are hereby deleted in their entirety.

Subsection 107.25(c) is hereby deleted in its entirety.

**REVISION OF SECTION 108  
PROSECUTION AND PROGRESS**

**Section 108 of the Standard Specifications is hereby revised as follows:**

**108.02 NOTICE TO PROCEED**

**Delete Subsection 108.02 in its entirety and replace with the following:**

**Notice to Proceed.** The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The Notice to Proceed will stipulate the date on which contract time commences. The County will issue a Notice to Proceed upon execution of this Contract unless otherwise amended or directed by the Project Engineer. The Contractor shall commence work under the Contract on or prior to the **tenth (10<sup>th</sup>) calendar day** following the Notice to Proceed date.

**108.06 CHARACTER OF WORKERS; METHODS AND EQUIPMENT**

**Subsection 108.06 is hereby revised to include the following:**

The Contractor shall be responsible for the scheduling of all work and proper coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract.

**108.08 DETERMINATION AND EXTENSION OF CONTRACT TIME**

**Delete the first paragraph of Subsection 108.08 in its entirety and replace with the following:**

The contract time is stated in the Contract Documents. The contract time will be used to determine the Contract Completion Date.

**Add the following new Subsection 108.08(e):**

(e) *Contractor's Right to Proceed.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; or
2. Any acts of the County; or
3. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, and against which it would have been unreasonable for the Contractor to take precautions and which the Contractor cannot avoid even by using its best efforts, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; or

**REVISION OF SECTION 108  
PROSECUTION AND PROGRESS  
- Continued -**

4. Any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (e), (f) or (g) of this paragraph.

Provided, however, that the Contractor shall, **within seven (7) calendar days** of the first occurrence of any event or condition constituting a circumstance set forth in number 1 through 4 above, notify the Engineer, in writing, of the cause of the delay. The Engineer shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this Contract, the Engineer will extend the Completion Date by a period commensurate with the period of excusable delay.

**108.10            DEFAULT OF CONTRACT**

**Delete Subsection 108.10 in its entirety and replace with the following:**

- (a) The Engineer may send a written notice of intent to find the Contractor in default if the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, or if the Contractor fails to perform the work to Contract requirements, or neglects or refuses to correct or remove and replace rejected materials or unacceptable work. The written notice of intent to find the Contractor in default will include a stop work order which will require the Contractor to cease work on the Contract Items that are unacceptable. The notice will describe the conditions causing the impending default, advise the Contractor of the actions required for remedy and state that if the conditions have not been corrected within ten days of receipt of the notice, the County will find the Contractor in default.
- (b) The Contractor shall not resume work on the acceptable Contract Items until the following conditions have been met:
1. The Contractor shall submit a written proposal to the Engineer outlining the procedure which will be followed by the Contractor to correct the unacceptable conditions; and
  2. The Engineer and the Contractor shall meet to discuss the written proposal; and
  3. The Engineer will issue written permission for the Contractor to commence work.

If the Contractor fails to meet these three conditions within ten calendar days of receipt of the notice of intent to find Contractor in default, or if any time after the Contractor resumes work, the Contractor does not meet the work requirements, or the Contractor again neglects or refuses to correct or remove and replace rejected materials or unacceptable work, the Engineer may serve the Contractor with an immediate notice of default and take prosecution of the work from the Contractor. Copies of the default notice will also be sent, by certified mail, to the Contractor and the Surety. Upon receiving such notice, the Contractor shall peaceably relinquish possession of said work or of the parts thereof specified in the notice.

**REVISION OF SECTION 108  
PROSECUTION AND PROGRESS  
- Continued -**

The County may, at its option, and at a rental which it considers reasonable, take possession of, and utilize in completing the work, such materials, equipment, tools, and plants as may be on the Project Site until the work is complete.

Neither the County nor its officers, agents or employees shall in any way be liable or accountable to the Contractor or the Surety for the method by which the completion of said work, or any portion thereof, may be accomplished or for the price paid therefore. Should the cost of completing the work be in excess of the original contract price, the Contractor and the Surety shall be held obligated for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the Contract in default shall the County forfeit the right to recover damages from the Contractor or the Surety for failure to complete the entire Contract. Maintenance of the work shall continue to be the Contractor's Surety's responsibility as provided for by the bond and Warranty of the Contractor.

**REVISION OF SECTION 109  
MEASUREMENT AND PAYMENT**

**Section 109 of the Standard Specifications is hereby revised as follows:**

**109.06            PARTIAL PAYMENTS**

**Delete the first paragraph of Subsection 109.06, prior to subparagraph (a), in its entirety and replace with the following:**

Partial Payments will be made once within each 30-day period as the work progresses, when the Contractor is performing satisfactorily under the Contract. The Contractor shall prepare each partial payment statement by the 25th day of each month and submit such partial payment statement to the Project Engineer for review and approval. The statement shall consist of the total value of all construction work completed to such date, including the value of work performed, materials placed in accordance with the Contract, and, if applicable, the value of the materials on hand in accordance with Subsection 109.07, as estimated.

Monthly or partial payments made by the County to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work and construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

The amount of the progress estimate paid to the Contractor will be subject to the following:

**Delete Subsection 109.06(a) in its entirety and replace with the following:**

- (a) *Standard Amount Retained.* The amount to be retained from partial payments will be five percent (5%) of the calculated value of the completed work (including retainage for mobilization). No further amount will be retained if the Contractor is satisfactorily performing the Contract work. The amount retained will be in effect until such time as the Contract is completed satisfactorily and finally accepted by the County; *provided, however*, that where the Contract requires performance of severable and distinct work, set forth in separate schedules, the County may, in its sole discretion and upon written request of the Contractor and written consent of the Surety, upon completion and acceptance of a schedule of work constituting the substantial portion of the Project,, publish a notice of Final Settlement pursuant to Section 38-26-107, C.R.S., at which time the amount retained may be reduced to two percent (2%) of the calculated value of completed work until satisfactory completion and final acceptance of all remaining Contract work. This Subsection is intended to comply with Section 24-91-103, C.R.S.

The County, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect the County's interest.

**REVISION OF SECTION 109  
MEASUREMENT AND PAYMENT  
- Continued -**

The County, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts, and any payments so made shall in no way impair the obligations of any Surety or Sureties or any bond or bonds furnished under this Contract.

The County may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the County, and if it so elects, may also withhold any amount due from the Contractor to subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and his subcontractors or materials dealers, or to withhold any monies for their protection unless the County elects to do so. The failure or refusal of the County to withhold any monies from the Contractor shall in no way impair the obligations of any Surety or sureties under any bond or bonds furnished under this Contract.

**Delete Subsection 109.06(b), (h), (i), and (j) in its entirety and replace with the following:**

- (b) *Securities in Lieu of Standard Amount Retained.* **The County will not accept securities in lieu of retainage.**

**109.07            PAYMENT FOR MATERIAL ON HAND (STOCKPILED MATERIAL)**

**Delete the first sentence of Subsection 109.07, prior to subpart (1), in its entirety and replace with the following:**

Payments shall not be made to the Contractor for Material on Hand (Stockpiled Material) to be incorporated into the work except as provided in this Revision to Subsection 109.07. Absent express authorization, all payments are for the finished product, complete and in-place. Partial payments to the Contractor for materials on hand shall not be allowed unless a specific exception is granted in writing by the Engineer or unless it is otherwise specified in the County's Project Special Provisions. If and to the extent partial payments to the Contractor for materials on hand are expressly authorized in writing by the Engineer or specified in the County's Project Special Provisions, such payments shall be evidenced by invoices or cost analyses of material produced on the project subject to the following:

**109.09            ACCEPTANCE AND FINAL PAYMENT**

**Subsection 109.09 is hereby revised to include the following:**

Final payment to the Contractor shall be subject to the Contractor furnishing the County with a release in satisfactory form of all claims against the County arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 105, as revised.



## EXHIBIT B - TABULATION OF QUANTITIES

Project Number : SP2025-010

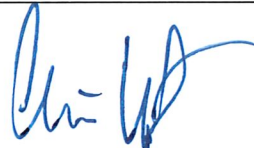
Project Name: Saxeborough Culvert Repair

5/5/2025

Item No.	Item Description	Unit	Quantity	Unit Cost	Cost	General Comments
201	CLEARING AND GRUBBING	LS	1	\$4,000.00	\$4,000.00	
202	CLEAN CULVERT	LS	1	\$1,500.00	\$1,500.00	
203	EMBANKMENT, COMPLETE IN PLACE	CY	40	\$39.00	\$1,560.00	
205	FILTER MATERIAL, CLASS A	CY	25	\$133.00	\$3,325.00	
206	ANNULAR GROUT	CY	42	\$500.00	\$21,000.00	
206	STRUCTURE BACKFILL (FLOW-FILL)	CY	10	\$450.00	\$4,500.00	
208	CHECK DAM	EA	1	\$2,500.00	\$2,500.00	
208	SEDIMENT CONTROL LOG (12 INCH)	LF	500	\$8.00	\$4,000.00	
208	TEMPORARY DIVERSION	LS	1	\$6,000.00	\$6,000.00	
208	VEHICLE TRACKING CONTROL (PORTABLE)	EA	1	\$2,400.00	\$2,400.00	
212	SEEDING (NATIVE)	ACRE	0.25	\$3,000.00	\$750.00	
216	SOIL RETENTION BLANKET	SY	60	\$12.00	\$720.00	
506	RIP RAP, 18"	CY	109	\$150.00	\$16,350.00	
601	CONCRETE, CLASS D (DRAINAGE)	CY	2	\$3,200.00	\$6,400.00	
603	PIPE LINING 72" DIA, COATED CMP	LF	110	\$401.00	\$44,110.00	ALL JOINTS WATER TIGHT; 72" IS THE INSIDE DIA. (MIN)
620	SANITARY FACILITY	LS	1	\$1,200.00	\$1,200.00	
626	MOBILIZATION	LS	1	\$19,000.00	\$19,000.00	
212	F/A MINOR CONTRACT REVISIONS				\$0.00	TBD - ASSIGNED BY DC PWE
BASE PROJECT COST					\$139,315.00	

(Actual work completed shall be invoiced monthly)

SCHEDULE B - OPTIONAL ITEMS						
203	BACKHOE, JD310 OR APPROVED, WITH OPERATOR	HR	16.0	\$170.00	\$2,720.00	
203	GRADER, 10' BLADE OR APPROVED, WITH OPERATOR	HR	16.0	\$180.00	\$2,880.00	
203	EXCVATOR, CAT 3** OR APPROVED, WITH OPERATOR	HR	16.0	\$180.00	\$2,880.00	
203	BULLDOZER, D6 OR APPROVED, WITH OPERATOR	HR	16.0	\$180.00	\$2,880.00	
207	RIP RAP, TYPE M	CY	15.0	\$155.00	\$2,325.00	
OPTIONAL ITEM TOTAL					\$13,685.00	
TOTAL PROJECT COST					\$153,000.00	

  
 Chris Hoyt  
 S3 Corporation  
 5/22/25

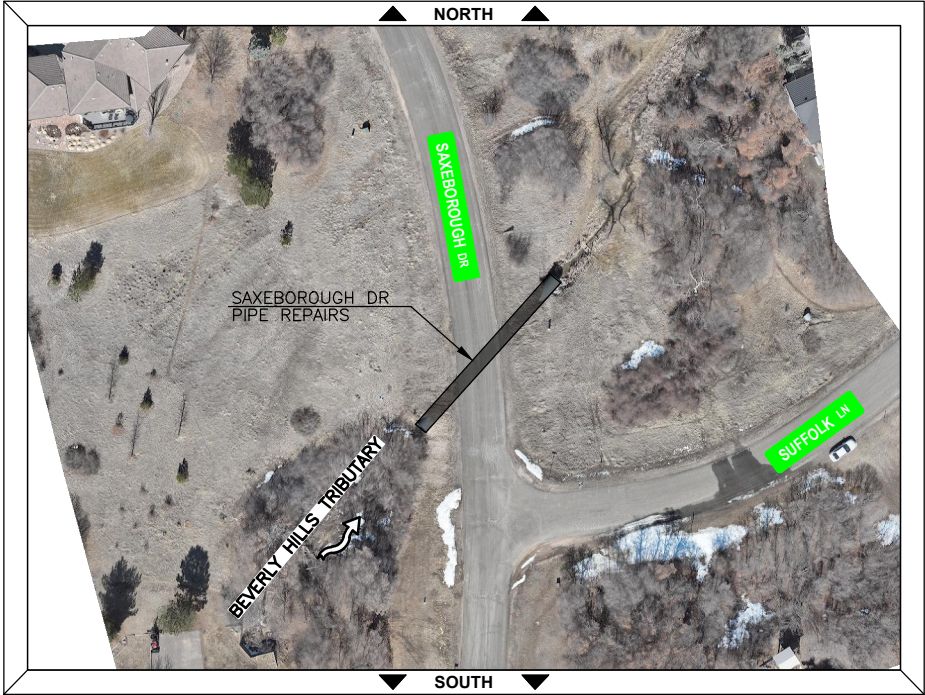


SPECIAL PROJECTS  
PLAN AND PROFILE OF PROPOSED  
BEVERLY HILLS TRIBUTARY PIPE REPAIRS  
CASTLE PINES, COLORADO  
DOUGLAS COUNTY, COLORADO

SCALE OF ORIGINAL DRAWINGS

ON PLAN      1" = 30'

DOUGLAS COUNTY	
ZEKE LYNCH, P.E., ASSISTANT DIRECTOR OF PUBLIC WORKS ENGINEERING	DATE
SEAN OWENS, P.E., SPECIAL PROJECTS MANAGER	DATE
ZAK HUMBLER, P.E., SPECIAL PROJECTS ENGINEER	DATE



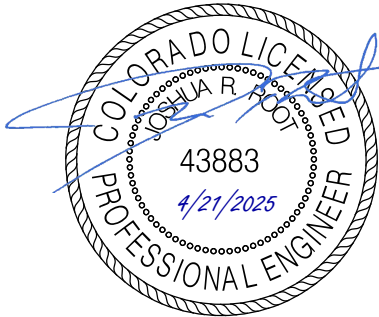
VICINITY MAP  
NTS

INDEX OF SHEETS

SHEET NO.	DWG. NO.	DESCRIPTION
1	1	TITLE SHEET
2	2	DOUGLAS COUNTY STANDARD NOTES
3	3	DRAINAGE DETAILS
4	4	BEVERLY HILLS TRIBUTARY PIPE REPAIR PLANS

INDEX OF REVISIONS	
Rev	Date

**DOUGLAS COUNTY**  
COLORADO  
Engineering Division  
100 Third Street  
Castle Rock, Colorado 80104  
(303) 660-7490



BEVERLY HILLS TRIBUTARY AT SAXEBOROUGH DRIVE PIPE REPAIR TITLE SHEET	
Design	CDT
Drawn	SMT
Checked	CDT
Date Created	7.2.24
Date Modified	7.2.24
Scale	N/A
Job No.	
SHEET 1	
OF 4 SHEETS	

F:\125057-01 DC Culvert Crossing Support\04\_Civil\CAD\Hydraulics\Drawings\125057-01 Sumborough DET\_01.dwg

- 
- A circular professional engineer seal for the State of Colorado. The outer ring contains the text "COLORADO LICENSED PROFESSIONAL ENGINEER" in a circular arrangement. Inside the ring, the name "JOSHUA ROOT" is written in a curved path. Below the name, the license number "43883" is printed. At the bottom, the date "4/21/2025" is handwritten in blue ink. A blue ink signature is scrawled across the seal.

**ESSEX COUNTY**  
COLORADO  
Engineering Division  
100 Third Street  
Castle Rock, Colorado 80104  
(303) 660-7490

- [illegible]

BEVERLY HILLS TRIBUTARY  
AT SAXEBOROUGH DRIVE  
PIPE REPAIR GENERAL NOTES

Design	CDT
Drawn	SMT
Checked	CDT
Date Created	7.2.24
Date Modified	7.2.24
Scale	N/A
Job No.	

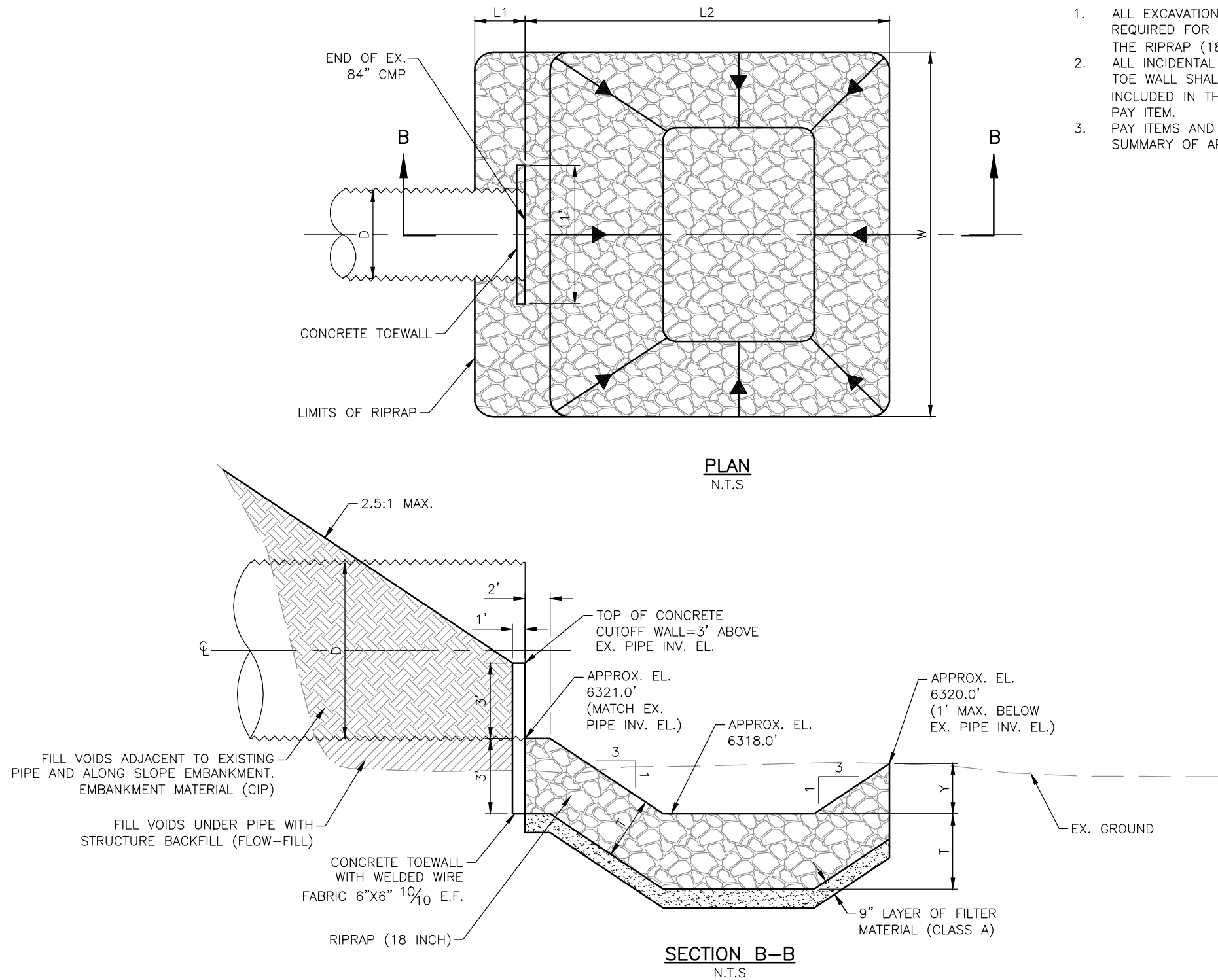
SHEET

2

OF 4 SHE 728



A:\25057-01 DO Culvert Crossing Support\04\_LHM\CAUD\Hydraulics\Drawings\25057-01 Sumborough DET.dwg

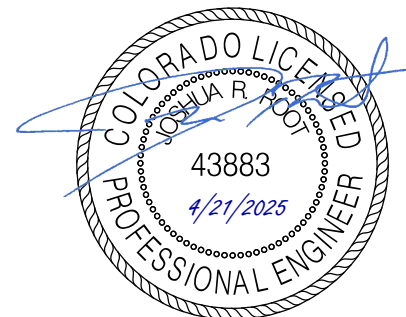


RIPRAP DETAIL FOR PIPE OUTLET  
LOW WATER APPLICATION

DIMENSIONS								QUANTITIES					NOTES
D (FT)	W (FT)	L1 (FT)	L2 (FT)	Y (FT)	T (FT)	RIPRAP TYPE	d50 (IN)	RIPRAP (18 INCH) (CY)	FILTER MATERIAL (CLASS A) (CY)	CONCRETE CLASS D (DRAINAGE) (CY)	STRUCTURE BACKFILL (FLOW-FILL) (CY)	EMBANKMENT MATERIAL (CIP) (CY)	
7	29	12	29	2	3	H	18	109	25	2	10	40	

NOTES:

1. ALL EXCAVATION, INCLUDING MUCK EXCAVATION AND EXTRA WORK REQUIRED FOR THE RIPRAP SHALL BE INCLUDED IN THE COST OF THE RIPRAP (18 INCH) PAY ITEM.
2. ALL INCIDENTAL ITEMS REQUIRED TO CONSTRUCT THE CONCRETE TOE WALL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE CONCRETE CLASS D (DRAINAGE) PAY ITEM.
3. PAY ITEMS AND QUANTITIES HAVE BEEN CARRIED FORWARD TO THE SUMMARY OF APPROXIMATE QUANTITIES TABULATION ON SHEET 4.



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Rev	Date

**DOUGLAS COUNTY**  
COLORADO  
Engineering Division  
100 Third Street  
Castle Rock, Colorado 80104  
(303) 660-7490

BEVERLY HILLS TRIBUTARY  
AT SAXEBOROUGH DRIVE  
PIPE REPAIR DETAILS

Design	CDT	Drawn	SMT	Checked	CDT	Date Created	3.12.25	Date Modified	3.12.25	Scale	N/A	Lab. No.	
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SHEET  
**3**  
OF 4 SHEETS



ITEM NO.	DESCRIPTION	UNITS	QTY.
201	CLEARING AND GRUBBING	LS	1
203	EMBANKMENT MATERIAL (CIP)	CY	40
206	STRUCTURE BACKFILL (FLOW-FILL)	CY	10
206	FILTER MATERIAL (CLASS A)	CY	25
208	SEDIMENT CONTROL LOG (12 INCH)	LF	500
208	CHECK DAM	EA	1
208	VEHICLE TRACKING CONTROL (PORTABLE)	EA	2
208	TEMPORARY DIVERSION	LS	1
212	SEEDING (NATIVE)	AC	0.1
216	SOIL RETENTION BLANKET (STRAW/COCONUT)	SY	60
506	RIPRAP (18 INCH)	CY	109
601	CONCRETE CLASS D (DRAINAGE)	CY	2
603	PIPE LINING *72" DIA. PIPE	LF	110

HYDRAULIC DATA FOR INFORMATION ONLY

					EXISTING CONDITIONS		
CND #	SIZE / MATERIAL INCHES	AREA SQ. MI.	AREA ACRES	DESIGN Q100 CFS	HW/D RATIO	OUTLET VELOCITY FPS	HY-8 H/W ELEVATION FEET
xxxx	84 CMP	0.2124	136	362	1.309	18.2	9.16

[illegible]

**DOUGLAS COUNTY**  
**COLORADO**  
Engineering Division  
100 Third Street  
Castle Rock, Colorado 80104  
(303) 660-7490

BEVERLY HILLS TRIBUTARY  
AT SAXEBOROUGH DRIVE  
PIPE REPAIR PLANS

<i>Design</i>	CDT
<i>Drawn</i>	SMT
<i>Checked</i>	CDT
<i>Date Created</i>	3.12.25
<i>Date Modified</i>	3.12.25
<i>Scale</i>	1"=30'
<i>Job No.</i>	

SHEET  
4  
OF 4 SHE 730





**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Amy Strouthopoulos, P.E.

**DESCRIPTION:** Resolution Concerning the Preliminary Order for the Douglas County Local Improvement District (LID) Country Club Drive (Group 10) LID, Douglas County Project Number CI 2025-015.

**SUMMARY:** Property owners within the proposed Country Club Drive (Group 10) Local Improvement District LID, have requested that the Board of County Commissioner of the County of Douglas create a LID to construct water, sanitary sewer, roadway, drainage, natural gas and electric main improvements.

The County received three (3) signed petitions from the four (4) property owners requesting the creation of the LID. The Preliminary Order Resolution completes, or orders, the following: sets the LID boundary; adopts preliminary cost estimates; requires a map and approximate assessment schedule be prepared; describes material to be used; determines time of payment of assessments and number of installments; describes the property to be assessed; sets the date and time for the Creation Public Hearing; and orders publication in the News Press and mailing of the notice of public hearing to all property owners to be assessed.

The public hearing, scheduled for August 12, 2025, at 2:30 p.m., will be held to address concerns and objections to the LID, if any, prior to approving the Creation Resolution and Election Question Resolution. Notice will be given to all property owners within the proposed LID through publication in the News Press and by certified mail. The Notice requests that property owners attend the Public Hearing or submit comments via letter.

**RECOMMENDED  
ACTION:** Approval of the attached Preliminary Order Resolution concerning Country Club Drive (Group 10) LID, Douglas County Project Number CI 2025-015. Douglas County, Colorado.

**REVIEW:**

Kristina Mann	Approve	6/20/2025
Jeff Garcia	Approve	6/20/2025
Andrew Copland	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Resolution & Notice - Preliminary Order Notice of LID Creation  
Feasibility Study  
Cost Estimate - Group 10 - 03.02.2023

RESOLUTION NO. R-\_\_\_\_\_

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

PRELIMINARY ORDER CONCERNING COUNTRY CLUB DRIVE (GROUP 10) LOCAL IMPROVEMENT DISTRICT, DOUGLAS COUNTY, COLORADO; REGARDING THE INITIATION OF A LOCAL IMPROVEMENT DISTRICT; ADOPTING PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATES; REQUIRING A MAP OF PROPERTY TO BE ASSESSED AND AN APPROXIMATE ASSESSMENT SCHEDULE; DESCRIBING MATERIALS; SETTING THE DATE OF A PUBLIC HEARING; AND ORDERING PUBLICATION AND MAILING OF NOTICE OF HEARING TO OWNERS OF PROPERTY TO BE ASSESSED

WHEREAS, pursuant to part 6 of article 20 of title 30, Colorado Revised Statutes, as amended (the “Act”), the Board of County Commissioners (the “Board”) of Douglas County, Colorado (the “County”) has received petitions from the property owners representing more than half of the estimated costs to be burdened by any assessment (the “Petitioners”) of the proposed County Club Drive (Group 10) Local Improvement District, Douglas County, Colorado (the “Proposed District”); and

WHEREAS, the Board is required to initiate proceedings for the creation of the Proposed District for the purpose of acquiring, constructing and installing certain improvements including, without limitation (1) water mains and lot water service improvements (“Water Improvements”), (2) sanitary sewer main and lot sewer service improvements, (“Sewer Improvements”), (3) the roadway and drainage improvements, (“Roadway Improvements”), (4) natural gas mains by Black Hills Energy (“Gas Improvements”) and (5) electrical mains by CORE Electric Cooperative (“Electrical Improvements”) in portions of Perry Park filing 4 located in the County, as more particularly described in the form of Notice set forth herein and constituting a part hereof (the “Notice”), and other incidental and necessary improvements, to the extent moneys are available (collectively, the “Improvements”) within the Proposed District, and to assess the cost thereof against the properties specially benefited thereby; and

WHEREAS, the Board has received a request by property owners within the boundary of the Proposed District, and intends to proceed with the formation of the Proposed District; and

WHEREAS, there has been prepared and filed with the County Clerk and Recorder preliminary cost estimates relating to the Improvements; and

WHEREAS, it is necessary that a preliminary order be made, adopting preliminary estimates, describing the materials to be used or stating that one of several specified materials shall be chosen, determining the number of installments and time at which the cost of the Improvements shall be payable, describing the property to be assessed for the cost of the Improvements, and requiring an estimate of cost and a map by the County Public Works –



Engineering staff, and adopting a schedule showing the approximate amounts to be assessed upon the several lots or parcels of property within the Proposed District; and

WHEREAS, this Resolution shall constitute the preliminary order required by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, COLORADO:

Section 1. The preliminary estimate of cost, a map of the Proposed District, and schedule of approximate assessments prepared and filed are hereby adopted and approved by the Board for use in the construction of the Improvements within the Proposed District.

Section 2. The nature and location of the Improvements to be made in the Proposed District and the materials to be used in constructing the Improvements shall be generally as stated in the form of the Notice that appears below. The boundaries of the Proposed District shall be as set forth in the form of the Notice.

Section 3. The assessments to be levied for the Improvements shall be due and payable within 30 days after the final adoption of an assessing resolution (the "Assessing Resolution") by the Board assessing the cost of the Improvements against the property in the Proposed District. However, all such assessments may be paid, at the election of the owner, in ten annual installments of principal, interest and County Treasurer's collection fee. The first of said installments shall be due and payable not more than two years from the date of the Assessing Resolution, as determined in and by the Assessing Resolution. The entire cost shall therefore be payable within ten years of the first installment date. The times of payment of installments and interest thereon shall be the same as the times of payment for installments of property taxes. The rate of interest on unpaid and deferred installments shall be finally determined by the Board and set forth in the final Assessing Resolution.

Section 4. The property to be assessed for the cost of the Improvements shall be the property specially benefited thereby as more particularly described in the form of the Notice. The Board hereby determines that the method of assessing and allocating the probable costs of the Improvements as described in the Notice reflects the benefits, which accrue to each lot, parcel or tract of land, on an equitable basis.

Section 5. A public hearing concerning the creation of the Proposed District and the construction of the Improvements therein shall be held on Tuesday, August 12, 2025, at 2:30 p.m. at the County Philip S. Miller Building, 100 Third Street, Castle Rock, Colorado.

Section 6. Notice of the intention of the Board to create a local improvement district pursuant to the state statutes and to construct the Improvements therein and of a public hearing thereon shall be given by the County Clerk by publication once in the *Douglas County News Press*, a newspaper of general circulation in the County, at least 30 days prior to the date of the hearing, as required by law. In addition, the Notice, being a brief written synopsis of the Improvements, shall be mailed by first-class mail to each property owner to be assessed for the cost of the Improvements who is included within the Proposed District. The mailed Notice shall

be made on or about the date of publication of the notice of the hearing. The Notice shall be in substantially the following form:

[Form of Notice]

**NOTICE**

**OF HEARING ON THE PROPOSED CREATION OF COUNTRY CLUB DRIVE  
(GROUP 10) LOCAL IMPROVEMENT DISTRICT, DOUGLAS COUNTY  
COLORADO, FOR THE PURPOSE OF CONSTRUCTION OF CERTAIN  
IMPROVEMENTS**

All owners of real estate and property hereinafter described, and all persons generally are hereby notified that the Board of County Commissioners of Douglas County, Colorado (the “County”) has adopted preliminary cost estimates for certain improvements to be acquired, constructed and installed within a proposed local improvement district in the County, to be known as County Club Drive (Group 10) Local Improvement District, Douglas County, Colorado (the “Proposed District”).

1. A description of the boundaries of the Proposed District is as follows and includes generally the real property described herein:

Lot 5, Block 5, Perry Park, Filing 4,  
Lot 6, Block 5, Perry Park Filing 4,  
Lot 18, Block 6, Perry Park Filing 4,  
Lot 19, Block 6, Perry Park Filing 4

The improvements to be made are as follows and are collectively referred to as the “Improvements”:

Construction of water main and lot services, sanitary sewer main and lot services, roadway and drainage improvements by the County, installation of natural gas mains by Black Hills Energy, and installation of electric mains by CORE Electric Cooperative on the following roadways:

Roadway improvements shall consist of subgrade preparation, drainage improvements, shouldering with aggregate base course, or placement of curb and gutter, placement and preparation of road base and the installation of asphalt pavement on From the existing asphalt roadway on Country Club Drive to the East of the LID property addresses ending on the West end of the proposed LID.

Each and every buildable lot or parcel listed below will receive one full assessment for the Improvements within the Proposed District:

Lot 5, Block 5, Perry Park, Filing 4,  
Lot 6, Block 5, Perry Park Filing 4,  
Lot 18, Block 6, Perry Park Filing 4,  
Lot 19, Block 6, Perry Park Filing 4

The Improvements described above will be funded from legally available moneys of the County, private placement construction loan or by the issuance of special assessment bonds by the County (the “Financing”). The Financing shall be paid through special assessments imposed against the

real property included within the boundaries of the Proposed District and specifically benefited by the Improvements. The estimated total cost of constructing the Improvements, \$680,000.00. The method of assessment shall be as follows:

Each buildable lot and parcel within the boundaries of the Proposed District shall be assessed an equal share of the total cost of the Improvements. The assessment for each buildable lot or parcel for the Improvements is estimated to be \$170,000.00. The estimated costs of the Improvements exclude the costs of incidentals, County administration, and general legal expenses. If such assessment is paid in installments, additional costs including interest and additional statutory County Treasurer collection fees will be added to such payments.

2. Assessments shall be payable either within thirty (30) days after publication of the resolution making the assessments on each parcel of land benefited, or in installments payable with interest and statutory County Treasurer collection fees over the term of the Financing, at the election of each property owner. The term of the Financing shall not exceed ten (10) years. If not paid in full within thirty (30) days as described, assessments shall be payable with interest at a rate not to exceed 12% per annum, in ten (10) annual installments.

3. The rate of interest on unpaid and deferred installments shall be determined by the Board of County Commissioners and set forth in the Assessing Resolution. In addition, County collections fees will be charged on full payments and installment payments as State law requires.

4. As shown by the estimates previously prepared and filed with the County Clerk, the probable total cost of the Improvements in the Proposed District, including, without limitation, construction, contingency, design, administration and supervision, and legal is \$680,000.00. Of said cost it is estimated that \$0 will be paid by the County and the Perry Park Metro District for survey, design, administration, and construction management of the Improvements. It is estimated that approximately \$170,000.00 will be assessed against the benefited property within the Proposed District.

Upon completion and acceptance of the Improvements or any part thereof, or as soon as the total actual cost thereof can be reasonably ascertained, such cost shall be apportioned to each lot or parcel of land in the Proposed District. Notice of such apportionment shall be given, and a hearing will be held prior to the adoption of the Assessing Resolution, all as provided by law.

5. Not less than 30 days after publication of this Notice, *i.e.* on Tuesday, August 12, 2025, at 2:30 p.m., a resolution creating the Proposed District and authorizing the Improvements will be considered and a public hearing thereon will be held by the Board of County Commissioners at the Philip S. Miller Building, 100 Third Street, Castle Rock, Colorado.

6. An estimate of costs, a map, and a schedule showing the approximate amount to be assessed and all resolutions and proceedings are on file and may be seen and examined by any person interested at the County Department of Public Works – Engineering, Engineering Services Division, 100 Third Street, Castle Rock, Colorado at any time during business hours on or before the date specified in paragraph 6 hereof.

7. Owners of any real property to be assessed may appear before the Board and be heard at the public hearing. All complaints and objections that may be made in writing concerning the Improvements by the owner or owners of any real property to be assessed will be heard and determined by the Board of County Commissioners at the public hearing referred to above, or at some adjournment thereof, before final action thereon.

DATED this 24th day of June 2025.

(SEAL)

Published in: *Douglas County News Press*  
To be published on: Thursday, July 10<sup>th</sup>, 2025.

/s/ Sheri Davis

County Clerk and Recorder  
Douglas County, Colorado

[Forward copy of notice as printed in newspaper to County Attorney]  
[End form of Notice]

Section 7. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining sections or provisions hereof, the intention being that the various sections or provisions hereof are severable.

ADOPTED AND APPROVED this 24th day of June 2025.

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**Abe Laydon**  
Board of County Commissioners

(SEAL)

ATTEST:

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Clerk to the Board

(Attach Publisher's Affidavit of Publication  
of Notice of Public Hearing When Received)



January 24, 2011



2310 East Prospect  
Fort Collins, CO 80525  
phone: 970 484-7477  
fax: 970 484-7488  
www.tec-engrs.com

Perry Park Water and Sanitation District  
5676 West Red Rock Drive  
Larkspur, CO 80118

RE: Water & Sewer Service, Fire Protection Feasibility/Impact Study  
Lots 18 & 19, Block 6, Lot 5, Block 5, Filing 4 (Country Club Drive)

The District has requested that The Engineering Company, in cooperation with SEMOCOR, Inc., prepare an analysis of the possible impacts to the District's system by providing water and sewer service and fire protection to the study area. Please reference Exhibit 4, Vicinity Map.

### **I. General**

The study area consists of three single-family lots which average slightly less than one acre in size and is located in the northwest region of the Perry Park West service region. The study area is adjacent to Country Club Drive.

The study area is located within the confines of the current District service boundary. The study area was considered as part of the "Current Platted Growth" area in the preparation of the District's Master Plan. The study area fits well into the District's Master Plan for provisions of sewer and water service and fire protection with the provisions described in this study.

This study will focus on the physical delivery of water for domestic service and fire protection, available water supplies, physical collection and conveyance of wastewater, and available wastewater treatment capacity.

**A. Water: Please reference Exhibit 1.** The study area is located within the confines of Perry Park West region pressure zone 3, which is supplied by the Echo Hills tanks. Water mains have been extended by others in the vicinity of the study area as follows:

1. A 10-inch waterline was installed in Country Club Drive approximately 60 ft. beyond the common property line of lots 19 and 20, Block 6 and terminates with a plug. This work was completed as part of the Country Club LID.
2. A 10-inch waterline was installed in Perry Park Boulevard to the intersection of Country Club Drive and terminates with a fire hydrant, valve, and plug. This work was completed as part of the improvements to Perry Park Boulevard.
3. Fire hydrants have been installed in the vicinity of the study area as illustrated by Exhibit 1.

**B. Sanitary Sewer: Please reference Exhibit 2.** The study area is located within the confines of the Waucondah wastewater collection and treatment system. Sewer mains have been extended by others in the vicinity of the study area as follows:

1. An 8-inch sewer main was extended in Country Club Drive approximately 60 ft. beyond the common property line of Lots 19 and 20, Block 6 where it terminates with a plug. This work was completed as part of the Country Club LID.

2. An 8-inch sewer main was extended in Perry Park Boulevard approximately 15' beyond the common property line of Lots 8 and 9, PP Filing 4, Block 6 where it terminates with a manhole. This work was completed as part of the improvements to Perry Park Boulevard.

Wastewater generated by the study area will flow by gravity to the east to the Waucondah WWTP.

## **II. Required Water System Improvements**

In order to provide water service and fire protection to the study area, the following minimum water system improvements will be required. All proposed water mains, appurtenances, water services, and fire hydrants shall be installed in accordance with the Perry Park Water and Sanitation District's Rules and Regulations. The spacing of all proposed fire hydrants, hydrant valves, and main line valves will need to meet current Perry Park Water and Sanitation District Rules and Regulations. Final sizing of all water services for the study area will need to be submitted to the District for approval prior to installation.

1. **Please reference Exhibit 1.** Provisions of water service and fire protection to the study area could be provided by the installation of the following:
  - Removal of the existing 10-inch plug and installation of approximately four hundred (400') feet of 10-inch watermain and appurtenances in Country Club Drive terminating with a fire hydrant to be placed a minimum of ten (10') feet beyond the west limit of Lot 18, Block 6. Because the proposed water line will result in a long dead end line, the water line is required to be 10-inches in diameter to meet District regulations.
  - Three (3) water services will need to be installed from the required 10-inch main to serve the study area.
  - Two (2) additional water services will need to be installed from the required 10-inch main to serve Lots 6 and 7, Block 5. District policy requires installation of water improvements in roadways when applicable. In this case, since the applicant must complete the water main installation in Country Club Drive to a point at least ten (10') feet beyond the limits of Lot 18, Block 6 the applicant will also be required to install water services to lots adjacent to Country Club Drive.

**Fire Protection:** One of the primary concerns when considering inclusion of development into the District is the water system's capabilities to provide fire protection. We recognize that the District is attempting to adhere to the Larkspur Fire Department definitions of adequate fire protection. Adequate fire protection is defined as the capability of the system to furnish 1,000 gallon per minute (gpm) at a single location for a period of two (2) hours with minimum residual pressure of no less than 20 pounds per square inch (psi).

In order to evaluate the adequacy of the water system to provide fire protection to the study area, both the existing system and anticipated near-term, build-out water models were considered and run, assuming complete occupancy of the study area. All fire flow scenarios were modeled assuming the level at the Echo Hills tanks to be two-thirds full. The analysis for providing fire protection was based on the required completion of the 10-inch diameter water main in Country Club Drive.

To study the fire protection capabilities of the District's system to the study area, a number of fire flow scenarios were completed. **Please reference Figure 1.**

Scenario #1: A model run was performed with a fire flow demand of 1,000 gpm at node number 5012. Node number 5012 is located in Country Club Drive just beyond the west limit of Lot 18, Block 6 and represents the west limit of the study area. The resultant residual pressure equals approximately 74 psi, **which is greater than or equal to the minimum residual pressure requirement of 20 psi.**

Scenario #2: A model run was performed with a fire flow demand of 1,000 gpm at node number 5396 located in Country Club Drive at the existing fire hydrant located on the common property line between Lots 19 and 20 Block 6 and represents the east limit of the study area. The resultant residual pressure equals approximately 67 psi, **which is greater than or equal to the minimum residual pressure requirement of 20 psi.**

**Domestic Water Service:** In order to evaluate the adequacy of the water system to provide domestic service to the study area, both the current system and anticipated near-term, build-out water models were considered, assuming complete occupancy of the study area. All domestic pressure scenarios were modeled assuming the level at the Echo Hills tanks to be two-thirds full. To study the domestic service capabilities of the District's system to the study area, a number of domestic (max-day demand) scenarios were completed. The analysis for providing domestic water service was based on the required completion of the 10-inch diameter water main in Country Club Drive. **Please reference Figure 2.**

Scenario #1: A model run was performed with a domestic demand at node number 5012. Node number 5012 is located in Country Club Drive just beyond the west limit of Lot 18, Block 6 and represents the west limit of the study area. Domestic (max-day) pressure equals approximately 85 psi **which is within acceptable limits.**

Scenario #2: A model run was performed with a domestic demand at node number 5396. Node number 5396 is located in Country Club Drive at the existing fire hydrant located on the common property line between Lots 19 and 20, Block 6 and represents the east limit of the study area. Domestic (max-day) pressure equals approximately 76 psi **which is within acceptable limits.**

### **III. Water Availability**

Note: In the preparation of this study, we are considering water demand and supply District-wide as the East region supply and treatment infrastructure provides water to both the East and West service regions.

**Current Water Demand:** Referencing the December 2009 Systems Report, the District provides water service to a total of 1,296 taps of which 730 are located in the West region and 566 are located in the East region. The resulting number of EQR's equals 1,342 EQR's. The discrepancy in the number of taps (1,296) versus EQR's (1,342) is that some of the taps in service equate to more than one EQR. Of the 1,342 EQR's, 763 are located in the West region and 579 are located in the East region. As previously discussed, water to the study area would be provided by the combined District-wide supply, treatment, and distribution system.

**Potential of Immediate Demand:** In addition to the 1,342 EQR's currently served, the District has accepted a number of main line extensions and development projects (completed water infrastructure installation) which could potentially require immediate demand. The District has 309 EQR's which fall into this category. These projects were previously platted lots within the current District service

boundary, and because of the current availability of service infrastructure could add to the potential, immediate demand.

**Potential of Near-Term Demand, Approved Construction Plans (waiting for construction):** In addition to the 1,342 EQR's currently served and the 309 EQR's which could require service in the immediate future, the District has approved a number of construction plans. These approved construction plans are the final step for provisions of water service and fire protection. These study areas could create a near-term demand on the system following construction. A summary of the approved construction plans, their system location, and their potential, near-term demand is as follows:

<b>Study Area / Region</b>	<b>No. of Lots</b>	<b>No. of EQR's</b>	<b>No. of GPM</b>	<b>Date Approved</b>
Sandstone Ranch (west)	106 lots	113 EQR's	59.9 GPM	5-18-2009
Shrine Circle (east)	3 lots	3 EQR's	1.6 PM	7-1-2009
Elati-Delaware (west)	10 lots	10 EQR's	5.3 GPM	7-1-2009
<b>Total</b>	<b>119 lots</b>	<b>126 EQR's</b>	<b>66.8 GPM</b>	

**Potential of Near-Term Demand, Approved Feasibility Studies:** In addition to the 1,342 EQR's being served by the District, the 309 EQR's which could require service in the immediate future, and the 126 EQR's from District approved construction plans which could require service in the near-term, the District has accepted a number of feasibility studies. Feasibility studies are the first step towards preparing developments for installation of water system infrastructure. These study areas could create a near-term demand on the system. A summary of the accepted studies, their system location, and their potential water system demands is as follows:

<b>Study Area / Region</b>	<b>No. of Lots</b>	<b>No. of EQR's</b>	<b>No. of GPM</b>	<b>Date Accepted</b>
*Remuda Ranch (west)	87 lots	87 EQR's	46.1 GPM	7-23-2009
Acoma Drive (west)	8 lots	8 EQR's	4.2 GPM	2-16-2010
<b>Total</b>	<b>95 lots</b>	<b>95 EQR's</b>	<b>50.3 GPM</b>	

**\*Note: Previously accepted Feasibility/Impact Studies which will expire after 7-23-2011.**

The total EQR's which the District is either presently serving (1,342), has committed service to (309), has approved construction plans for (126), and has approved feasibility studies for (95) equals 1,872 EQR's.

**Available Water Supply:** *It is important to note that the term "available water supply" does not include water storage on hand within the District.* As previously mentioned, the District currently provides water service to a total of 1,342 EQR's. This equates to a **max-day** demand of 711 gpm (1,342 EQR's x 0.53 gpm/EQR).

The District-wide infrastructure (East and West regions) of water treatment is capable of providing approximately 870 gpm, of which 220 gpm is provided by the West region's Glen Grove WTP which currently receives water supplies from the WP-2 well, the Grant Ditch well, and the Glen Grove well. The remaining 650 gpm is provided by the East region's Sageport WTP which currently receives water supplies from the A-2 well, the A-3 well, the A-4 well, and the D-4 well.

When considering available water storage it is important to note that a reserve of water storage equal to 240,000 gallons must be kept for fire protection as noted in Table III-1.

Table III-2 illustrates the number of days the District could rely on their available water storage to supply a District-wide, continuous **max-day demand with a factor of safety** event. Table III-2 evaluates two scenarios of water storage. One scenario represents all tanks to maximum storage capacity and a second scenario with the tank storage capacity at fifty (50%) percent full. Both capacity figures account for 240,000 gallons left in reserve for fire protection.

**Table III-2**

Projected Max-Day Demand with Factor of Safety (gpm)	District-Wide Water Supply (w/o Storage) (gpm)	Projected District-Wide Water Supply Shortages (w/o Storage) (gpm)	Resultant District-Wide Water Supply (w/o Storage)	Shortages in Water Supply to be Subsidized by Storage (gpm)	Available Storage Vol. 100% Full Accounting for Fire Protection (gallons)	Days of Avail. Storage from 100% Full Storage to Cover Shortages in Water Supply During Continuous Max-Day Events (days)	Available Storage Vol. 50% Full (gallons)	Days of Avail. Storage from 50% Full Storage to Cover Shortages in Water Supply During Continuous Max-Day Events (days)
872	870	50	820	52	1,943,000	26	851,500	11
872	870	100	770	102	1,943,000	13	851,500	6
872	870	150	720	152	1,943,000	9	851,500	4
872	870	200	670	202	1,943,000	7	851,500	3
872	870	250	620	252	1,943,000	5	851,500	2

#### **IV. Required Sanitary Sewer System Improvements**

In order to provide sewer service to the study area, the following minimum sewer system improvements will be required. All proposed sewer mains, appurtenances, and sewer services will be installed in accordance with the Perry Park Water and Sanitation District's Rules and Regulations.

1. **Please reference Exhibit 2.** Provisions of sewer service could be provided to the study area by the installation of the following:
  - Approximately one hundred thirty (130') feet of 8-inch gravity sewer main and appurtenances will need to be installed in Country Club Drive from the existing plug west to a minimum of ten (10') feet past the common lot line between Lots 5 and 6, Block 5. The main would end with a manhole.
  - Three (3) sewer services will need to be installed from the required 8-inch main to serve the study area.
  - One (1) additional sewer service will need to be installed from the required 8-inch main to serve Lot 6, Block 5. District policy requires installation of sewer improvements in roadways when applicable. In this case, since the applicant must complete the sewer main installation in Country Club Drive to a point at least ten (10') feet beyond the limits of Lot 18, Block 6 the applicant will also be required to install a sewer service to the lot adjacent to Country Club Drive. The sewer service to serve Lot 6 will need to be directed to the required manhole.
  - Approximately two hundred seventy (270') feet of sewer force main (size to be determined by the District at the time of construction plans submittal by the applicant) will need to be installed in Country Club Drive. The force main will extend from the required manhole located just west of the west limit



of Lot 5, Block 5 to a minimum of ten (10') feet beyond the west limit of Lot 18, Block 6. District policy requires installation of sewer improvements in roadways when applicable as previously discussed.

2. **Please reference Exhibit 2 and Exhibit 3.** It is important to note that the previously described means of providing sewer service to the study area deviates from the Master Plan. The Master Plan calls for Lots 1-5, Block 5 and Lots 19-23, Block 6 to be served from a main in Country Club Drive which would flow by gravity to the Waucondah WWTP. Contrary to the Master Plan, the described means of providing sewer service to the study area as described by this Feasibility/Impact study calls for Lots 1-6, Block 5 and Lots 18-23, Block 6 to be served from a main in Country Club Drive which would flow by gravity to the Waucondah WWTP. The provision of service to Lot 6, Block 5 and Lot 18, Block 6 is the deviance from the Master Plan. Further, the Wastewater grade break is also a deviation from the Master Plan. The availability of reliable topographic data at the time of preparation of this study allowed us to consider an extension of the gravity sewer to the west to serve these additional two (2) lots.

*Deviation from the recommendations outlined by the Master Plan will require Board of Directors approval and should be a condition of the acceptance of the study area for sewer service.*

**The Perry Park West region wastewater collection and treatment system has adequate capacity for the projected demand created by the proposed single lot.**

#### **V. Conclusion**

In order to serve the study area for fire protection and domestic service approximately four hundred (400') feet of 10-inch diameter water main, appurtenances and fire hydrants will need to be installed from the limit of the existing 10-inch water main in Country Club Drive to a minimum of ten (10') feet past the west limit of Lot 18, Block 6. To serve the study area for domestic service, three (3) water services will need to be installed. An additional two (2) water services will need to be installed to satisfy District policy. This applies to Lots 6 and 7, Block 5.

In order to serve the study area for sewer service, approximately one hundred thirty (130') feet of 8-inch sewer main and appurtenances will need to be installed from the limit of the existing 8-inch sewer main to a minimum of ten (10') feet past the common lot line of Lots 18 and 19, Block 6. In addition, three (3) sewer services will need to be installed to serve the study area. Additionally, approximately two hundred and seventy (270') feet of sewer force main will need to be installed. **Approval by the Board of Directors will be required to deviate from the Master Plan.**

**Special Note:** The results and recommendations of this Feasibility/Impact study were developed with the requirement that the final elevation (grade) of Country Club Drive not deviate from the current elevation. The ability of the District to provide sewer service to the study area is predicated on the requirement to follow the District's rules and regulations. In particular, cover requirements.

It is the responsibility of the applicant to satisfy the County's requirements for improvements to Country Club Drive. Further, the approved Country Club Drive improvements must also meet the District's requirements for installation of sewer and water infrastructure.

Based on our analysis, we recommend acceptance of the study area as described for water and sewer service and fire protection with the requirements documented in this analysis. Should you have questions please do not hesitate to contact our office.

***Special Note: This Feasibility/Impact Study will expire two (2) years from the date of acceptance by the Perry Park Water and Sanitation District Board.***

Respectfully yours,



Rick R. Pickard, P. E.  
District Engineer  
The Engineering Company

Attachments

- LEGEND**
- PROPOSED 10" WATERLINE
  - PROPOSED SERVICE LINES
  - STUDY AREA BOUNDARY
  - - - EXISTING WATERLINES
  - FUTURE WATER LINES BY OTHERS PER DISTRICT MASTER PLAN
  - EXISTING FIRE HYDRANT
  - PROPOSED FIRE HYDRANT
  - FUTURE FIRE HYDRANT BY OTHERS PER DISTRICT MASTER PLAN











NOTE: FINAL LOCATION OF WATER SERVICES  
TO BE DETERMINED BY THE DISTRICT.

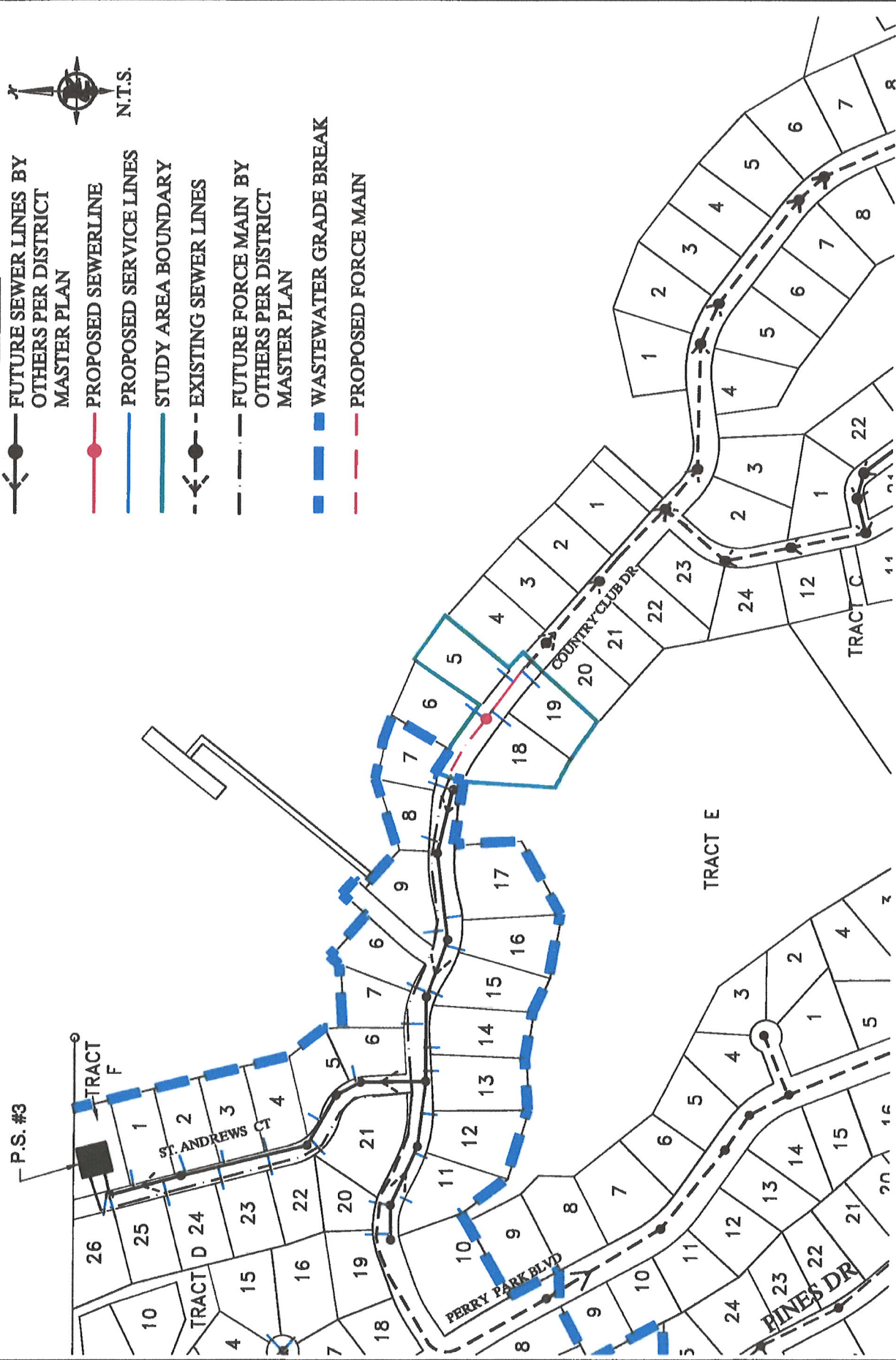
LOTS 18,19 (BLK 6), LOT 5 (BLK 5)  
FILING 4, FEASIBILITY STUDY  
WATER SYSTEM IMPROVEMENTS  
EXHIBIT 1

The Engineering Company  
FORT COLLINS, COLORADO



# LEGEND

-  FUTURE SEWER LINES BY OTHERS PER DISTRICT MASTER PLAN
-  PROPOSED SEWERLINE
-  PROPOSED SERVICE LINES
-  STUDY AREA BOUNDARY
-  EXISTING SEWER LINES
-  FUTURE FORCE MAIN BY OTHERS PER DISTRICT MASTER PLAN
-  WASTEWATER GRADE BREAK
-  PROPOSED FORCE MAIN

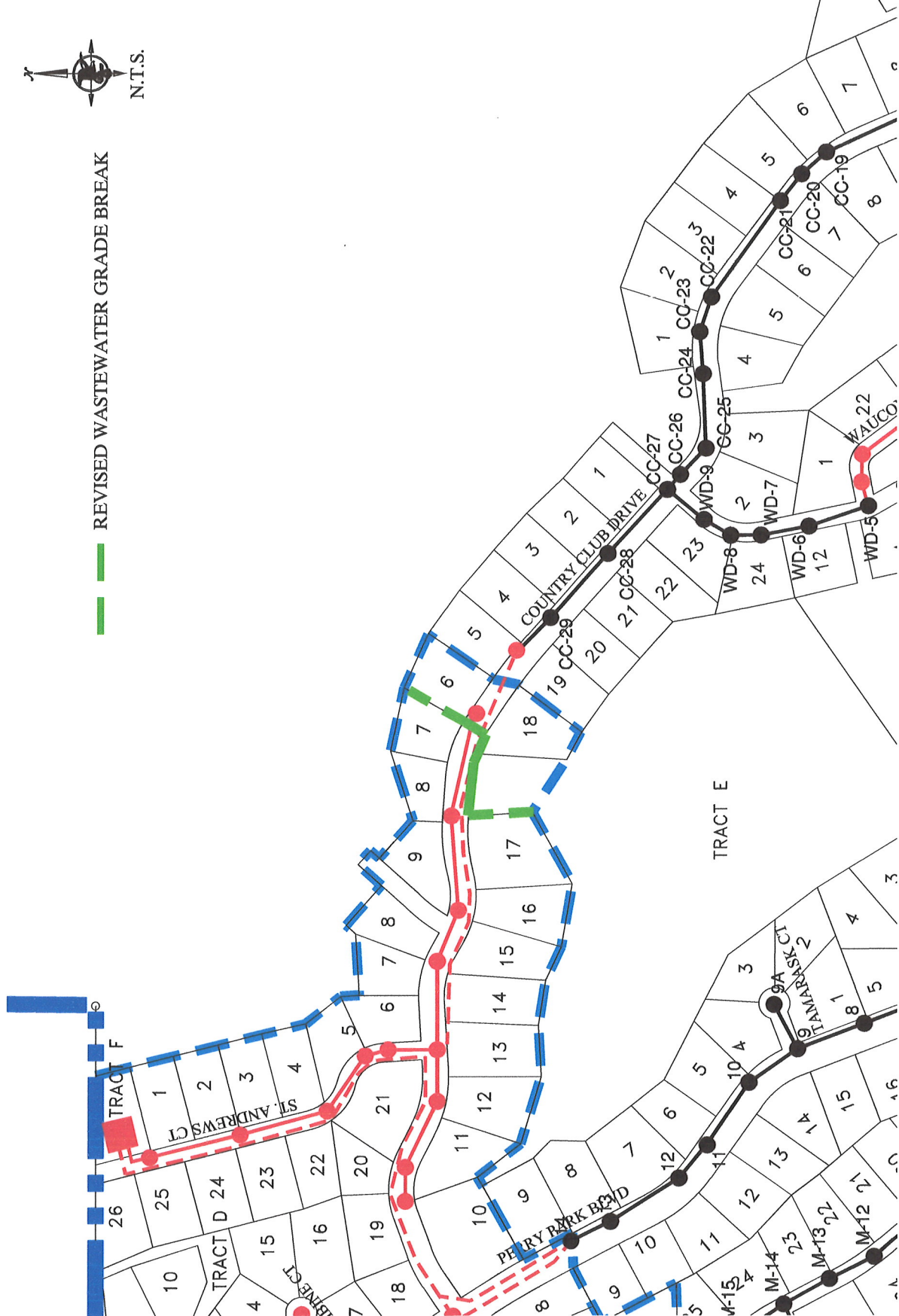


NOTE: FINAL LOCATION OF SEWER SERVICES TO BE DETERMINED BY THE DISTRICT.

LOTS 18,19 (BLK 6), LOT 5 (BLK 5)  
FILING 4, FEASIBILITY STUDY  
SEWER SYSTEM IMPROVEMENTS  
EXHIBIT 2



REVISD WASTEWATER GRADE BREAK



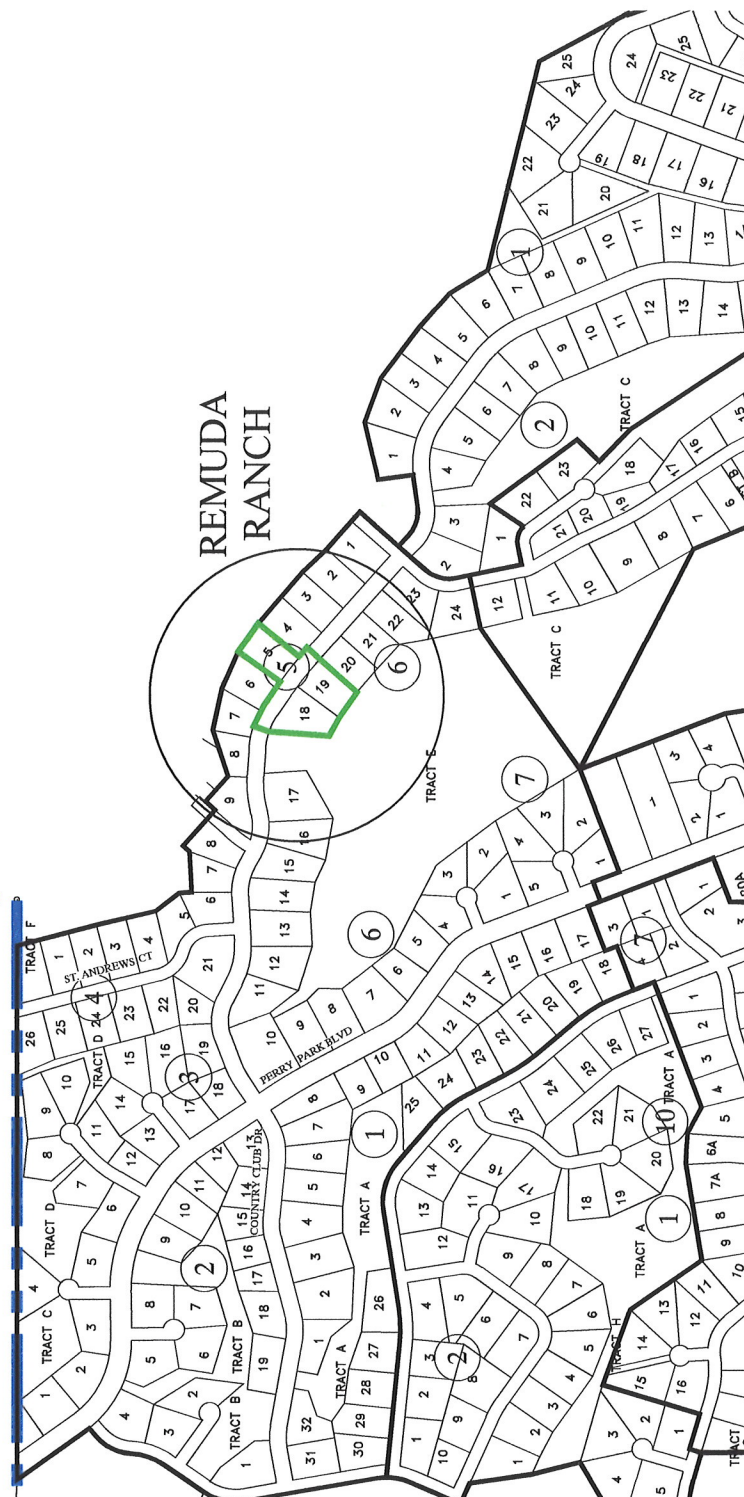
LOTS 18,19 (BLK 6), LOT 5 (BLK 5)  
FILING 4, FEASIBILITY STUDY  
CURRENT MASTER PLAN  
EXHIBIT 3

The Engineering Company  
FORT COLLINS, COLORADO



# LEGEND

— STUDY AREA BOUNDARY

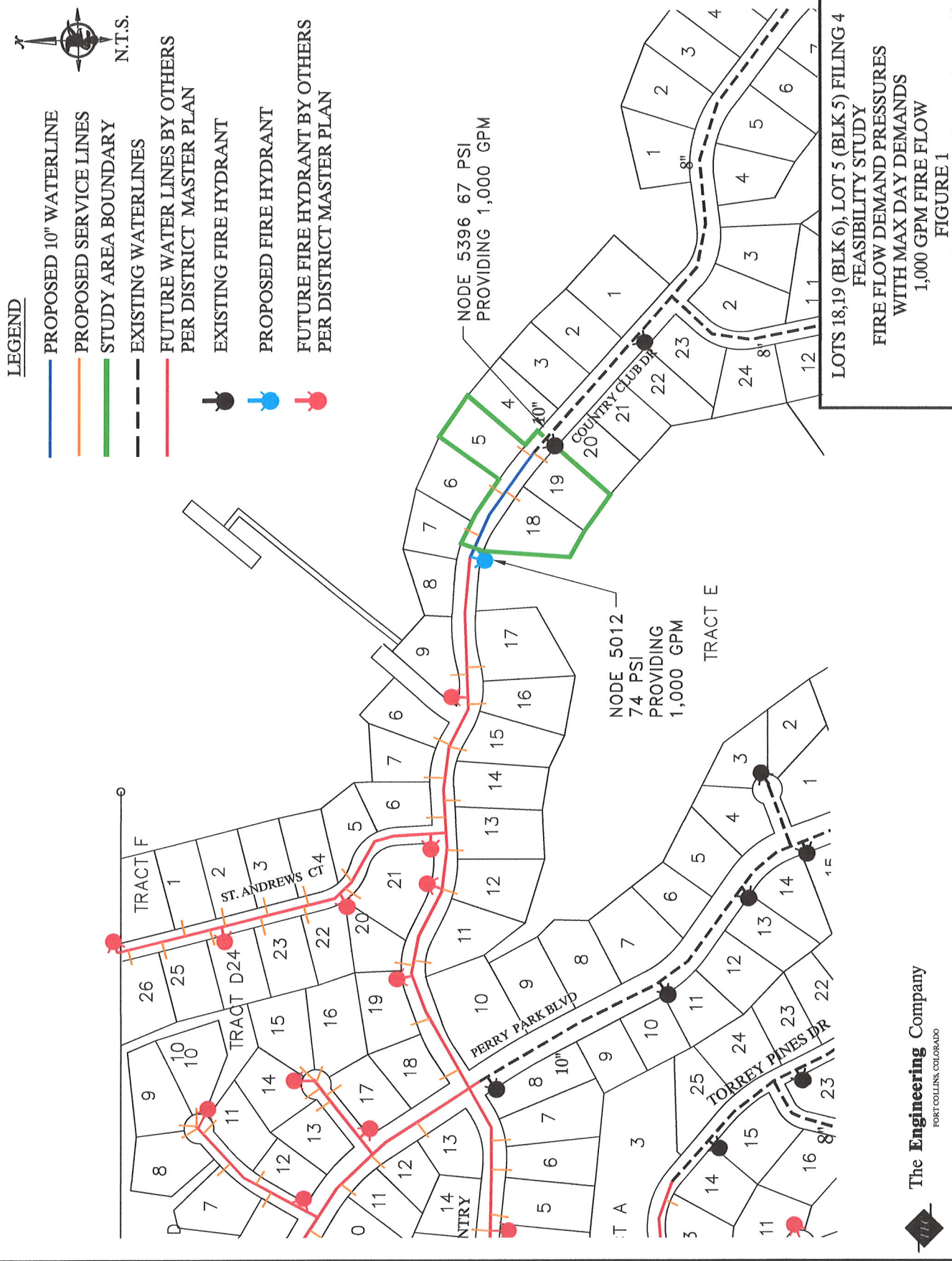


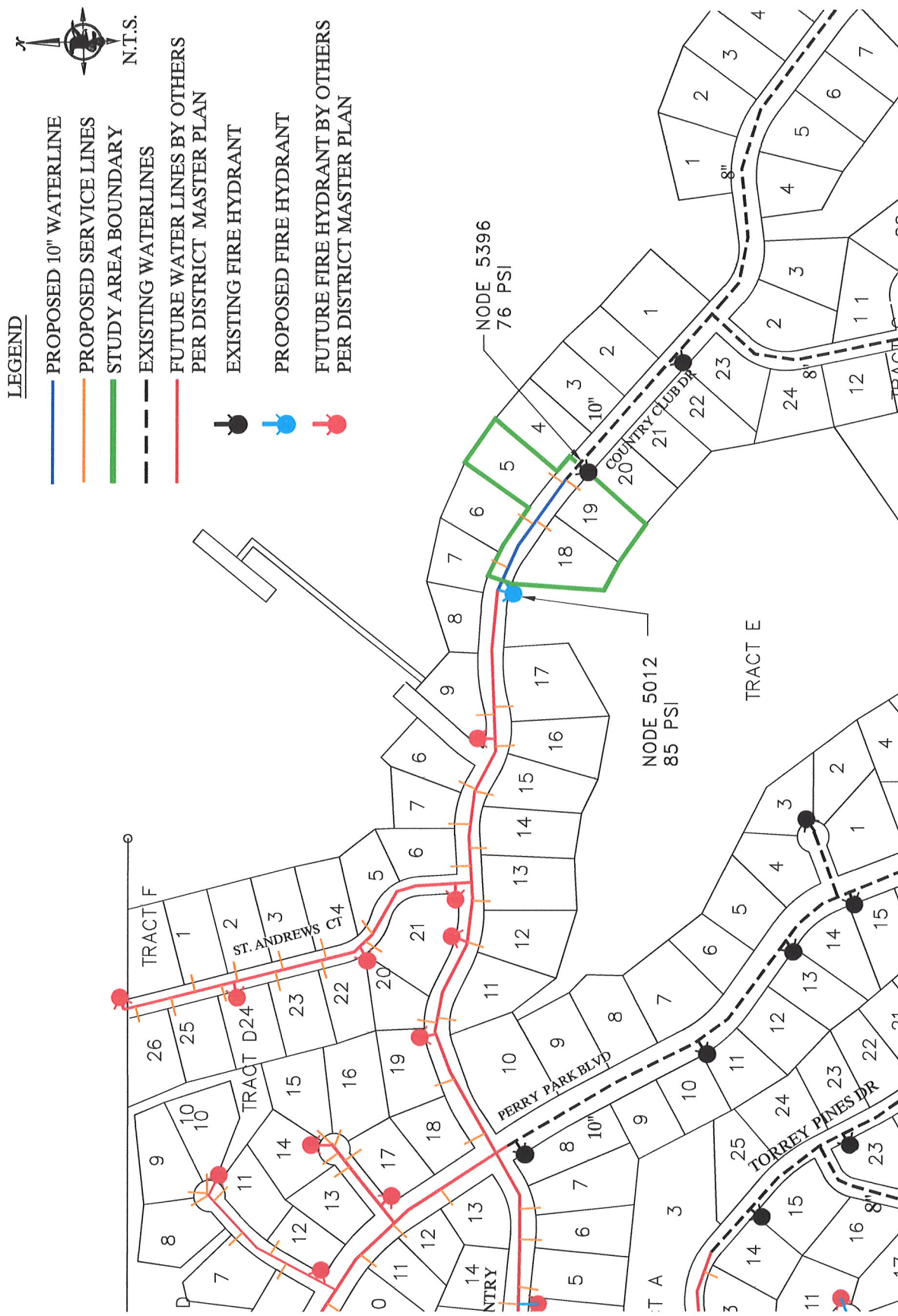
LOTS 18,19 (BLK 6), LOT 5 (BLK 5) FILING 4  
FEASIBILITY STUDY  
VICINITY MAP  
EXHIBIT 4

The Engineering Company  
FORT COLLINS, COLORADO









LOTS 18,19 (BLK 6), LOT 5 (BLK 5) FILING 4,  
FEASIBILITY STUDY  
MAXIMUM DAY DEMAND PRESSURES  
FIGURE 2

**Douglas County**  
**Perry Park Area**  
**Undeveloped Property Guidance**  
**Conceptual Cost Estimate**  
**March 2, 2023**

**Local Improvement District (LID) Group 10**

Description	Quantity	Units	Unit Price	Subtotal Cost
<b><u>Water Upgrades</u></b>				
Water Service Connection	4	EA	\$ 3,000	\$ 12,000
Fire Hydrant*	1	EA	\$ 15,000	\$ 15,000
<b><u>Sewer Upgrades</u></b>				
Gravity Sewerline Piping	150	LF	\$ 110	\$ 16,500
Sewer Service Connection	4	EA	\$ 3,000	\$ 12,000
Force Main	300	LF	\$ 140	\$ 42,000
Manhole^	2	EA	\$ 8,000	\$ 16,000
Rock Excavation (Assume 1/4 of pipe installation)	100	CY	\$ 60	\$ 6,000
<b><u>Road Upgrades</u></b>				
Asphalt Paving (Assume 25 LF wide)	450	LF	\$ 150	\$ 67,500
Curb and Gutter	900	LF	\$ 40	\$ 36,000
Base Course (8-inch Deep)	300	CY	\$ 80	\$ 24,000
Subex/Grading Road	900	CY	\$ 25	\$ 22,500
<b><u>Gas Upgrades</u></b>				
Gas Main	900	LF	\$ 15	\$ 13,500
Gas Service Connection	4	EA	\$ 2,000	\$ 8,000
<b><u>Electric Upgrades</u></b>				
Electric Distribution Line	600	LF	\$ 25	\$ 15,000
Electric Service Connection	4	EA	\$ 2,000	\$ 8,000
<b><u>Storm / Erosion Control</u></b>				
Initial Erosion Control	900	LF	\$ 10	\$ 9,000
Clear and Grub	1	AC	\$ 15,000	\$ 15,000
Final Restoration	1	AC	\$ 25,000	\$ 25,000
<b>Construction Subtotal (nearest \$10,000)</b>				<b>\$ 360,000</b>
Low Contingency (nearest \$10,000)	20	%	\$ 360,000	\$ 70,000
High Contingency (nearest \$10,000)	50	%	\$ 360,000	\$ 180,000
Engineering (25%) (nearest \$10,000)	25	%	\$ 360,000	\$ 90,000
Admin (5%) (nearest \$10,000)	5	%	\$ 360,000	\$ 20,000
<b>Project Total with Low Contingency</b>				<b>\$ 540,000</b>
<b>Project Total with High Contingency</b>				<b>\$ 650,000</b>

Note: Project Total cost does not include any costs that may be required for Perry Park Water and Sanitation District Water Supply, Water Treatment or Wastewater Treatment Upgrades.

Number of Lots: 4

\*Based on max separation distance of 500 FT per PPWSD and end of waterlines

Estimated Cost per Lot at Low Contingency: \$140,000

^Based on max separation distance of 500 FT per PPWSD and one at each intersection

Estimated Cost per Lot at High Contingency: \$170,000

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Jacob Gabel, Engineer III

**DESCRIPTION:** Special Access Permit for 11001 Spruce Mountain Road.

**SUMMARY:** This Special Access Permit is for the property at 11001 Spruce Mountain Rd. This permit will allow the property owner ingress and egress over the Un-Named Right-of-Way dedicated to Douglas County that is adjacent to the property.

**RECOMMENDED  
ACTION:** Staff recommends approval of this Special Access Permit.

**REVIEW:**

Kristina Mann	Approve	6/20/2025
Jeff Garcia	Approve	6/20/2025
Andrew Copland	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Special Access Permit - Spruce Mountain Rd





**DOUGLAS COUNTY**  
COLORADO

**UGLAS COUNTY ROW**

Department of Public Works Engineering

Engineering Services

www.douglas.co.us

**THIS SPECIAL ACCESS PERMIT** is entered into this 28 day of May 2025 by and between FHB LLC & M&N Schmidt LLC (collectively the "Owner") and Department of Public Works Engineering, County of Douglas, a County of the State of Colorado ("County").

**WHEREAS**, the Owner is the owner of certain land known or described as State Parcel # 277109000008 ("Owner Property"), see attached Exhibit A. The Owner Property is 40 acres more or less; and

**WHEREAS**, , the un-named Right-of-Way ("Un-Named ROW") adjacent to the Owner Property was dedicated to Douglas County on July 10, 1886 by Quit Claim Deed, recorded at Book and Page 209, Account # R0446762 (SPN: 2771-103-99-001) of the records of the Douglas County Clerk and Recorder, see attached Exhibit A; and

**WHEREAS**, a road was never constructed in the Un-Named ROW; and

**WHEREAS**, Owner needs ingress and egress to and from the Owner Property over and on the Un-Named ROW for single family residential purposes and/or related agricultural uses, subject to the existing zoning of the Owner Property; and

**WHEREAS**, Owner desires to access Owner Property using a shared driveway to be constructed in conformity with the Douglas County Typical Driveway Construction Regulations and Policies; and

**NOW THEREFORE**, the County hereby issues this Permit subject to the following terms and conditions:

1. **Purpose.** The purpose of this Permit is to allow the Owner, his or her heirs, successors-in-interest, assigns and occupants of the Owner Property ("Permitee"), and the Permitee's guests and invitees a special use access permit for ingress and egress over and on the Un-Named ROW to the Owner Property for and restricted to such uses as are governed by the existing zoning of the Owner Property. The Permitee shall have the right to invite building or maintenance contractors, or other such workman, as long as their purpose to be on the Un-Named ROW adheres to the terms and conditions of this Permit.

2. **Permitee's Responsibilities.** Permitee understands that the enforcement of the uses allowed under this Permit are subject to criminal penalties pursuant to Colorado Revised Statutes (C.R.S.) § 18-9-117, as amended, and are enforceable by the Douglas County Sheriff's Office. It shall be the Permitee's responsibility to ensure that the use of the Un-Named ROW is not in violation of the terms and conditions of this Permit. The terms and conditions of this Permit issued by the County are binding upon all successors-in-interest, assigns, heirs, and occupants. If any material changes are made or will be made in the use of the Owner Property which will affect access, operation, traffic



volumes, or vehicle type, the Permittee shall contact the County to determine if a new permit and/or modification to this Permit are required.

3. Driveway Construction and Maintenance. The construction, repair and maintenance of any driveway located in the Un-Named ROW (the "Driveway") shall be the responsibility of the Permittee, including his or her heirs, successors-in-interest, assigns, and occupants, and any other holder of a special access permit for the Driveway issued by the County. Each permit holder shall pay a pro rata share of all costs reasonably necessary for the repair and maintenance of the Driveway, including culverts and driveway surfaces, calculated as a ratio of the total number of permit holders allowed special access to said Driveway, regardless of the size of any particular property or distance traveled over the shared driveway; provided, however, that in the event a said permit holder, or their agent, tenant or invitee, causes damage to the Driveway, other than ordinary wear and tear, said permit holder shall be required to repair such damage and bear the cost thereof exclusively. The County shall not be responsible for any maintenance or repair of the Driveway.

4. Driveway Permit Requirements. This Permit does not obviate the Permittee's obligation to obtain a driveway permit from the County, which permit shall not be unreasonably withheld, with future building permit applications.

5. Permit Area. The County is not obligated to improve any portion of the Driveway to meet County roadway standards. However, the County reserves the right, in its sole discretion, to allow the shared Driveway to be improved to meet the County's roadway standards at which point maintenance may be reassigned.

6. Compliance with Laws. Permittee, and all guests or invitees, shall observe and comply with all Federal, State and local laws while using said Un-Named ROW. Permittee will be solely responsible for any and all claims, suits, demands, costs and liabilities arising out of or in connection with the Permittee's use, and use by any of Permittee's guests and invitees, of the Un-Named ROW and the Driveway.

7. Liability. The County shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from or related to the use or condition of the Un-Named ROW and/or the Driveway (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, fire, theft) during the term of this Permit or any renewal thereof.

8. Term. The term of this Permit shall run with the land and cannot be revoked by transfer or other means by the County without due process of law. Notwithstanding anything to the contrary, the County may suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety.

9. Notification. The Owner shall be responsible to notify the County of any change in ownership of the Owner Property no later than 30 days after the change.

IN WITNESS WHEREOF, the parties have executed this Permit in the day and year first above written.

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

ABE LAYDEN, Chair

ATTEST:

Hayley Hall Clerk to Board

Date

APPROVED AS TO FORM:

APPROVED:

DocuSigned by:

*Chris Pratt*

6/2/2025

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Chris Pratt

Sr. Assistant County Attorney

DocuSigned by:

*Janet Herman*

6/2/2025

8C065BBD8E8748...

Janet Herman, P.E., Director  
Department of Public Works  
Engineering

ACCEPTED BY OWNER:

By:

*Fred Beck*

By:

*Mark Schmidt*

By:

*Ngoc BT Schmidt*

Fred Beck  
(Print Names)

Mark Schmidt

Ngoc Schmidt

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Brian Schultz, Engineering Construction Manager

**DESCRIPTION:** Resolution for a Temporary Closure of Grigs Road for Approximately One Mile Between Daniels Park Road and the East/West Regional Trailhead & Pavilion Parking Lot Associated with the Grigs Road Paving Phase 1 Project, Douglas County Project Number CI 2021-032.

**SUMMARY:** Staff is requesting a temporary closure of Grigs Road between Daniels Park Road and the East/West Regional Trailhead & Pavilion parking lot to allow for an accelerated schedule and the safe installation of new roadway cross culverts, flared end sections, curb and gutter, storm inlets and asphalt paving of this phase of Grigs Rd. This section of Grigs Road is currently a gravel road surface.

Staff is requesting a maximum of 100 consecutive days of temporary road closure, between July 7, 2025, and October 15, 2025, to complete the Project safely and efficiently. A detour route will be signed and in place during the closure, and variable message signs will be placed in advance of the closure at each end of the project. Emergency Services will have full access at all times, within the project limits, throughout the duration of the closure.

**RECOMMENDED ACTION:** Approval of a Temporary Road Closure for Grigs Road between Daniels Park Road and the East/West Regional Trailhead & Pavilion parking lot, associated with the Grigs Road Paving Phase 1 Project, Douglas County Project Number CI 2021-032.

**REVIEW:**

Kristina Mann	Approve	6/9/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Resolution and Map - Temp Rd Closure Grigs Rd



**RESOLUTION NO. R-025-\_\_\_\_\_**

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

**A RESOLUTION APPROVING THE TEMPORARY ROAD CLOSURE OF GRIGS  
ROAD BETWEEN DANIELS PARK ROAD AND THE EAST/WEST REGIONAL  
TRAILHEAD AND PAVILION PARKING LOT**

**WHEREAS**, Douglas County Engineering Division is requesting a temporary road closure for Grigs Rd between Daniels Park Road and the East/West Regional Trailhead and Pavilion parking lot. The closure will allow for an accelerated schedule and the safe installation of new storm inlets, cross culverts, curb and gutter and asphalt paving of a section of Grigs Road which is currently a gravel surfaced road; and

**WHEREAS**, the Board of County Commissioners (the “Board”) has the authority to temporarily prohibit the operation of vehicles upon roads within its jurisdiction, pursuant to sections 42-4-106(1) and (6), C.R.S.; and

**WHEREAS**, the temporary road closure of Grigs Road will be needed for a maximum of 100 days, between July 7, 2025 and October 15, 2025, when weather allows the completion of the Project in one hundred consecutive days; and

**WHEREAS**, the Douglas County Engineering Division will prepare a detour – signage plan prior to the closure of Grigs Road, now, therefore,

**BE IT RESOLVED**, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, hereby authorizes the approval of the temporary road closure of Grigs Road between Daniels Park Road and the East/West Regional Trailhead & Pavilion parking lot for one hundred (100) consecutive days between July 7, 2025 and October 15, 2025, when weather allows completion of the Project.

**BE IT FURTHER RESOLVED** that a signed detour route, approved warning signs and barricades shall be erected at designated locations, as shown on the attached Exhibit A, prior to the temporary closure authorized herein.

**BE IT FURTHER RESOLVED** that such warning signs and barricades shall be removed, and such road shall be reopened upon expiration of the temporary closure approved herein, or at such earlier time as determined by Douglas County Engineering Division.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, **2025**, in Castle Rock, Douglas County, Colorado.

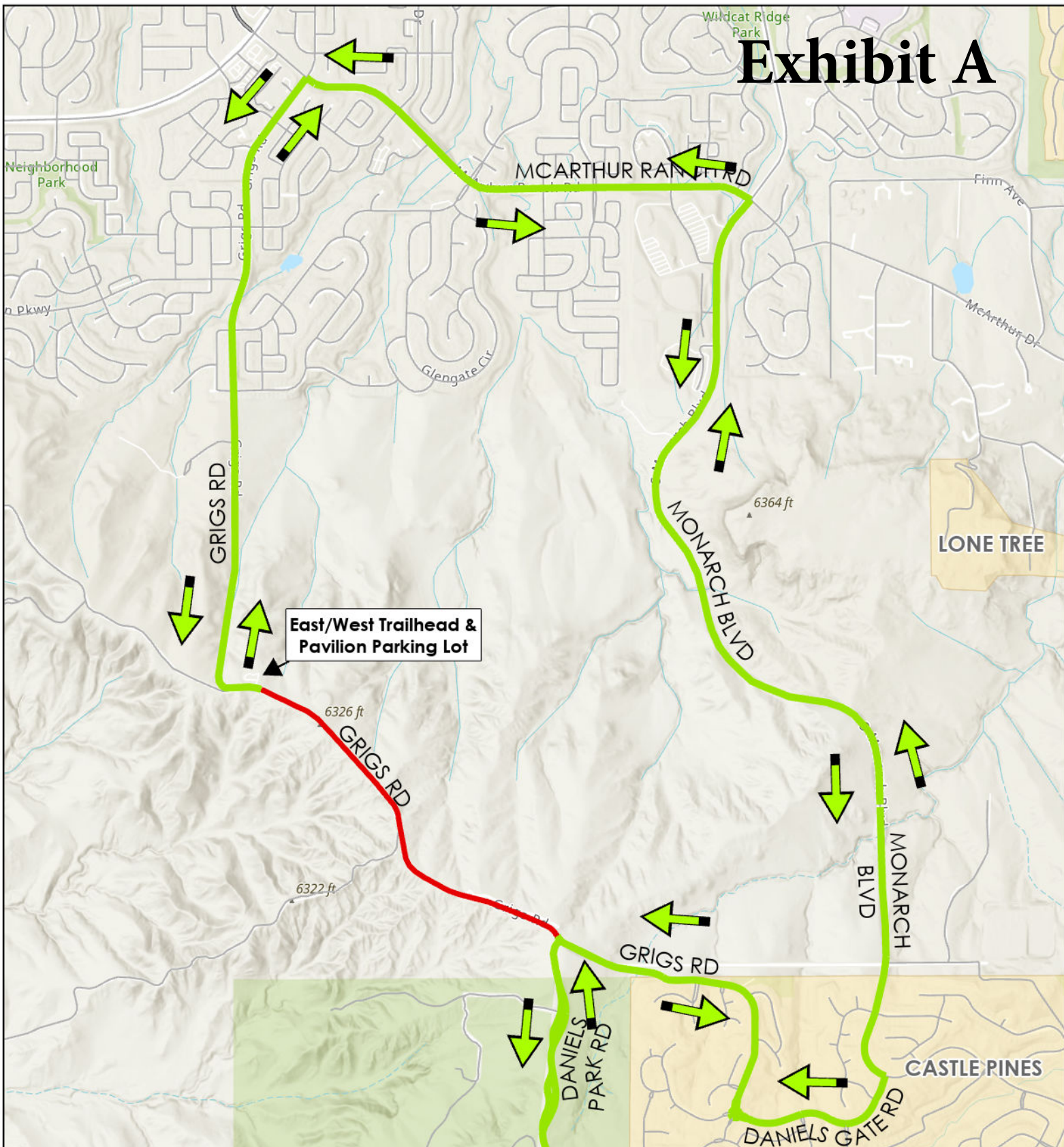
**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

By: \_\_\_\_\_  
**Abe Laydon**, Chair

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, Clerk to the Board

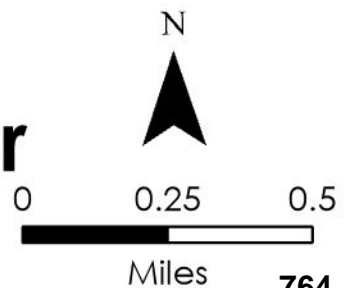


# Exhibit A



- Road Closure
- Road Detour

## Grigs Rd Road Closure & Detour



**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Dirk Zender, Real Property Acquisition Specialist II

**DESCRIPTION:** Acceptance of Grant of Utility Easement (Overhead Light Poles and Underground Electric Lines) from Double Helix West, LLC Regarding Existing Driveway Lighting Improvements at the Unified Metropolitan Forensic Crime Laboratory; Douglas County Project No. DV 2024-378.

**SUMMARY:** Double Helix West, LLC (“Double Helix”) has submitted a site plan regarding a parcel of real property it owns located south of and adjacent to the Unified Metropolitan Forensic Crime Lab (the “UMFCL”). During the preparation of the site plan, it was discovered that the existing overhead lights along the driveway access to the UMFCL are encroaching 5-feet onto the real property owned by Double Helix. The County and Double Helix desire to formally establish an easement for the encroachment of the overhead lights.

**RECOMMENDED ACTION:** Staff recommends the BCC approve the grant of the Easement and authorize the Chair to accept and record the Easement.

**REVIEW:**

Kristina Mann	Approve	6/20/2025
Jeff Garcia	Approve	6/20/2025
Andrew Copland	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

UMFCF Overhead Driveway Light Esmnt - Double Helix



**GRANT OF UTILITY EASEMENT**  
**(Overhead Light Poles & Underground Electric Line)**

THIS GRANT OF EASEMENT ("Grant of Easement") is given this 24<sup>th</sup> day of April, 2025, by **DOUBLE HELIX WEST, LLC**, a Colorado limited liability company, whose address is 8351 E. Belleview Ave., Denver, CO 80237, ("Grantor"), to 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 ("Grantee"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties" and singularly as a "Party."

The Parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein.
2. Consideration. Grantor makes this Grant of Easement as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.
3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive utility easement ("Easement") on, over, under, through and across the Easement Property for the installation and continued use, operation, maintenance, construction, repair, alteration, replacement and removal (the "Work") of overhead light poles and underground utility service facilities, including, but not limited to, surface mounted light poles and underground cables, wires, pipes, mains, ducts, transmission/distribution line systems, conduits, manholes and other incidental equipment such as surface mounted transformers, pedestals and cabinets (collectively the "Public Improvements").
4. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by this Grant of Easement.
5. Prohibited Uses. It is agreed that neither Grantor nor Grantee will take any action that would unreasonably harm the Easement Area in a manner that would impair the rights of the Parties described herein or the Public Improvements. Grantor shall not construct or install any structure or improvement on the Easement Area including, without limitation, any building, hard surfacing improvements such as concrete or asphalt, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Area without Grantee's prior written consent. Grantee may remove any structure or improvement situated on the Easement Area as of the date of this Easement Agreement or subsequently placed thereon at the expense of Grantor; provided, however, that prior to the removal of any such structure or improvement, Grantee will notify Grantor to allow Grantor the opportunity to remove or cure the same.
6. Right to Subjacent and Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, installation, operation, maintenance, repair, and replacement of the Public Improvements. It is specifically agreed that, except as

provided in this Easement Agreement, Grantor shall not take any action, which would impair the lateral or subjacent support for the Public Improvements.

7. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing the Work, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

8. Repair and Restoration. Upon the completion of the Work authorized by this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original grade and condition, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed areas with like kind materials.

9. Removal of Equipment. Upon completion of the Work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the Work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

10. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location once construction activities are completed, or at a location to be mutually determined between the Parties if it's not possible to reset or replace the disturbed fencing at its original location.

11. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction, maintenance and/or repair activities, shall be replaced with like kind materials by Grantee.

12. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

13. Compliance with Laws. Grantee shall cause all Work on the Easement Property to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of the Work.

14. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.



15. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Property. As used in this Grant of Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

16. Warranties and Disclaimers. Grantor warrants that it is the fee simple owner of the Easement Area and has lawful authority to grant and convey this Grant of Easement. Grantor makes no further warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise. Nothing in this Grant of Easement shall restrict Grantor's right to transfer title to the Easement Area, subject to the terms of this Grant of Easement Agreement.

17. General Provisions.

a. Controlling Law. The interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Grant of Easement 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 Grant of Easement, 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.

c. Entire Agreement. This Grant of Easement sets forth the entire agreement of the Parties with respect to the Grant of Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third-Party Beneficiaries. This Grant of Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantee, its 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 any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Grant of Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Grant of Easement.

j. Counterparts. This Grant of Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

k. Successors and Assigns. This Grant of Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

In Witness hereof, the undersigned have executed this Easement Agreement this 24<sup>th</sup> day of April, 2025.

**GRANTOR:**

Double Helix West, LLC, a Colorado  
Limited liability company

By: Shea Properties Management  
Company, Inc., a Delaware Corporation,  
Its manager

By: Eric P. Heroy  
Assistant Secretary

By: [Signature]  
Assistant Secretary

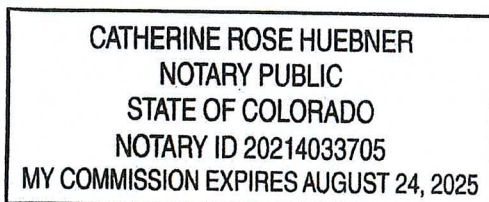
STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2025, by Eric Heroy and John Wilcox, each as Assistant Secretary of Shea Properties Management Company, Inc., a Delaware corporation, Manager of Double Helix West, LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.

My commission expires: August 24, 2025

(SEAL)



Notary Public Catherine Huebner

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

In Witness hereof, the undersigned have executed this Easement Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTEE:**

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

**Attest:**

By: \_\_\_\_\_  
ABE LAYDON, Chair

By: \_\_\_\_\_  
Hayley Hall,  
Deputy Clerk to the Board

S E A L

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

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



EXHIBIT A  
UTILITY EASEMENT  
PAGE 1 OF 2

LAND DESCRIPTION

THE NORTHERLY 5.00 FEET OF SAID LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 6, SEVENTH AMENDMENT, RECORDED AT RECEPTION NO. 2018012975, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINS 0.066 ACRES, (2,853 SQUARE FEET), MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
DECEMBER 29, 2024  
303-431-6100  
JOB #23.0136



Digitally signed by Richard A. Nobbe PLS  
DN: cn=US,  
Email=richard@martinmartin.com,  
o=Martin/Martin Inc.,  
cn=Richard A. Nobbe PLS  
Date: 2024.12.23  
12:37:13-0700

ILLUSTRATION FOR

# EXHIBIT A

PAGE 2 OF 2

PART LOT 3A,  
MERIDIAN INTERNATIONAL  
BUSINESS CENTER FILING NO. 6,  
1ST AMENDMENT

TRACT D  
MERIDIAN INTERNATIONAL  
BUSINESS CENTER,  
FILING NO. 6, 7TH AMENDMENT

DOUGLAS COUNTY BOARD  
OF COUNTY COMMISSIONERS

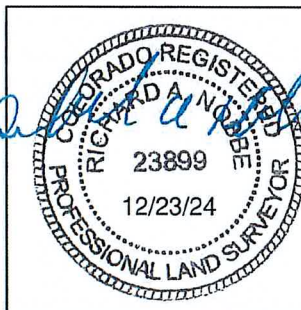
5.00'

LOT 1  
DENVER JET CENTER INC.

DOUBLE HELIX COURT  
(42' PUBLIC RIGHT-OF-WAY)

LOT 2A-1A,  
MERIDIAN INTERNATIONAL  
BUSINESS CENTER FILING NO. 6,  
7TH AMENDMENT

0 50 100  
SCALE: 1"=100'  
ALL LINEAL  
DIMENSIONS ARE IN  
U.S. SURVEY FEET



DECEMBER 23, 2024

**MARTIN/MARTIN**  
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215  
survey@martinmartin.com | 303.431.6100 | martinmartin.com

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED LAND SURVEY. IT IS ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.

DRAWING LOCATION: G:\BUCKLEY\23.0136-Shea Helix Warehouses\PLANS\EXHIBITS\Drainage and Utility Easements\LIGHT POLE EASEMENT NO.4.dwg



**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Dirk Zender, Real Property Acquisition Specialist II

**DESCRIPTION:** Acceptance of Grant of Secondary Storm Drainage Easement from Double Helix West, LLC for Meridian International Business Center Filing No. 6, 7th Amendment, Lot 2A-1A to Provide Access for the Maintenance of the Private Stormwater System in the Event the Owner Fails to Adequately Maintain Said Facilities; Douglas County Project No. DV 2024-378.

**SUMMARY:** Double Helix West, LLC (“Double Helix”) has submitted a site plan application for the development of an approximately 60,800 sq. ft. one-story warehouse facility at Meridian International Business Center Filing No. 6, 7th Amendment, Lot 2A-1A. Double Helix will need to construct private stormwater infrastructure, which may encompass swales, pipes and detention/water quality ponds, to serve the site improvements. The Grant of Secondary Storm Drainage Easement will provide the County access to the private stormwater system in the event the owner fails to adequately maintain said facilities.

**RECOMMENDED ACTION:** Staff recommends the BCC approve the grant of the Easement and authorize the Chair to accept and record the Easement.

**REVIEW:**

Kristina Mann	Approve	6/20/2025
Jeff Garcia	Approve	6/20/2025
Andrew Copland	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Double Helix Storm Drn Esmnt

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT** ("Grant") is given this 24<sup>th</sup> day of April, 2025, by **DOUBLE HELIX WEST, LLC**, a Colorado limited liability company, whose address is 8351 E. Belleview Avenue, Denver, Colorado 80237, ("Grantor"), to 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 ("Grantee").

The Parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant of Easement as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of accessing, maintaining, and repairing storm water management improvements, including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro pools, and water quality facilities (collectively, the "Facilities") in the event Grantor fails to satisfactorily maintain or repair said Facilities.

4. Maintenance and Repair. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantor. In the event such maintenance and repair are not performed by Grantor to the satisfaction of Grantee, then Grantee shall have the right, but not the obligation, to enter said Easement Property after ten (10) days prior written notice to Grantor, unless there is an emergency, in which case Grantee shall give notice as soon as practicable, to perform all necessary work, the cost of which shall be paid by Grantor upon billing. In the event Grantor fails to reimburse Grantee within thirty (30) days after submission of the bill for the costs incurred, Grantee shall have the right to enforce such obligation by appropriate legal action. It is Grantor's responsibility to construct, maintain and repair the Facilities in a manner consistent with all applicable plans approved or accepted by Grantee.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property. It is also understood by Grantee that Grantor may in the future desire to modify and/or eliminate the Facilities. Such a modification and/or elimination shall not be realized until written approval is obtained for said modifications and/or elimination from Grantee. Upon such approval, both the Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

**GRANTOR:**

Double Helix West, LLC, a Colorado  
Limited liability company

By: Shea Properties Management  
Company, Inc., a Delaware Corporation,  
Its manager

By: Eric B. McCoy  
Assistant Secretary

By: [Signature]  
Assistant Secretary

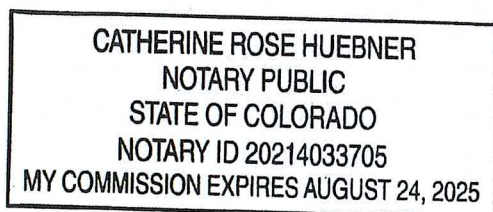
STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2025, by Eric McCoy and John Kilrow, each as Assistant Secretary of Shea Properties Management Company, Inc., a Delaware corporation, Manager of Double Helix West, LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.

My commission expires: August 24, 2025

(SEAL)



Notary Public [Signature]

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

**GRANTEE:**

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

By: \_\_\_\_\_  
ABE LAYDON, Chair

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

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



EXHIBIT A  
DRAINAGE EASEMENT  
PAGE 1 OF 4

LAND DESCRIPTION

A DRAINAGE EASEMENT BEING A PORTION LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 6, 7TH AMENDMENT, RECORDED AT RECEPTION NO. 2018012975, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2A-1A, THENCE ALONG THE WESTERLY LINE OF SAID LOT 2A-1A, N00°14'59"W A DISTANCE OF 277.28 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°14'59"W A DISTANCE OF 26.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 153.64 FEET;  
THENCE N00°15'14"W A DISTANCE OF 238.37 FEET;  
THENCE N89°45'02"E A DISTANCE OF 417.00 FEET;  
THENCE S00°15'14"E A DISTANCE OF 37.50 FEET;  
THENCE S89°45'02"W A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE;  
THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'16", AND A CHORD WHICH BEARS S44°44'54"W A DISTANCE OF 21.21 FEET;  
THENCE S00°15'14"E A DISTANCE OF 7.98 FEET TO A POINT OF CURVATURE;  
THENCE 4.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 86°38'38", AND A CHORD WHICH BEARS S43°34'33"E A DISTANCE OF 4.12 FEET;  
THENCE S89°53'40"E A DISTANCE OF 60.18 FEET;  
THENCE S00°15'14"E A DISTANCE OF 30.00 FEET;  
THENCE N89°53'40"W A DISTANCE OF 89.03 FEET;  
THENCE N00°13'37"W A DISTANCE OF 53.30 FEET TO A POINT OF CURVATURE;  
THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°01'22", AND A CHORD WHICH BEARS N45°14'18"W A DISTANCE OF 14.14 FEET;  
THENCE S89°45'02"W A DISTANCE OF 267.06 FEET;  
THENCE 47.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 67°52'45", AND A CHORD WHICH BEARS S33°41'08"W A DISTANCE OF 44.67 FEET;  
THENCE S00°15'14"E A DISTANCE OF 197.42 FEET;  
THENCE S90°00'00"W A DISTANCE OF 179.64 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.618 ACRES, (26,937 SQUARE FEET), MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

EXHIBIT A  
DRAINAGE EASEMENT  
PAGE 2 OF 4

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER NO. 6, 7TH AMENDMENT ASSUMED TO BEAR  $S00^{\circ}14'59''E$  BEING MONUMENTED BY A FOUND #4 REBAR WITH CAP PLS #22561 AT THE NORTHWEST CORNER OF LOT 2A-1A AND A FOUND #4 REBAR WITH CAP PLS #23899 AT THE SOUTHWEST CORNER OF LOT 2A-1A.)

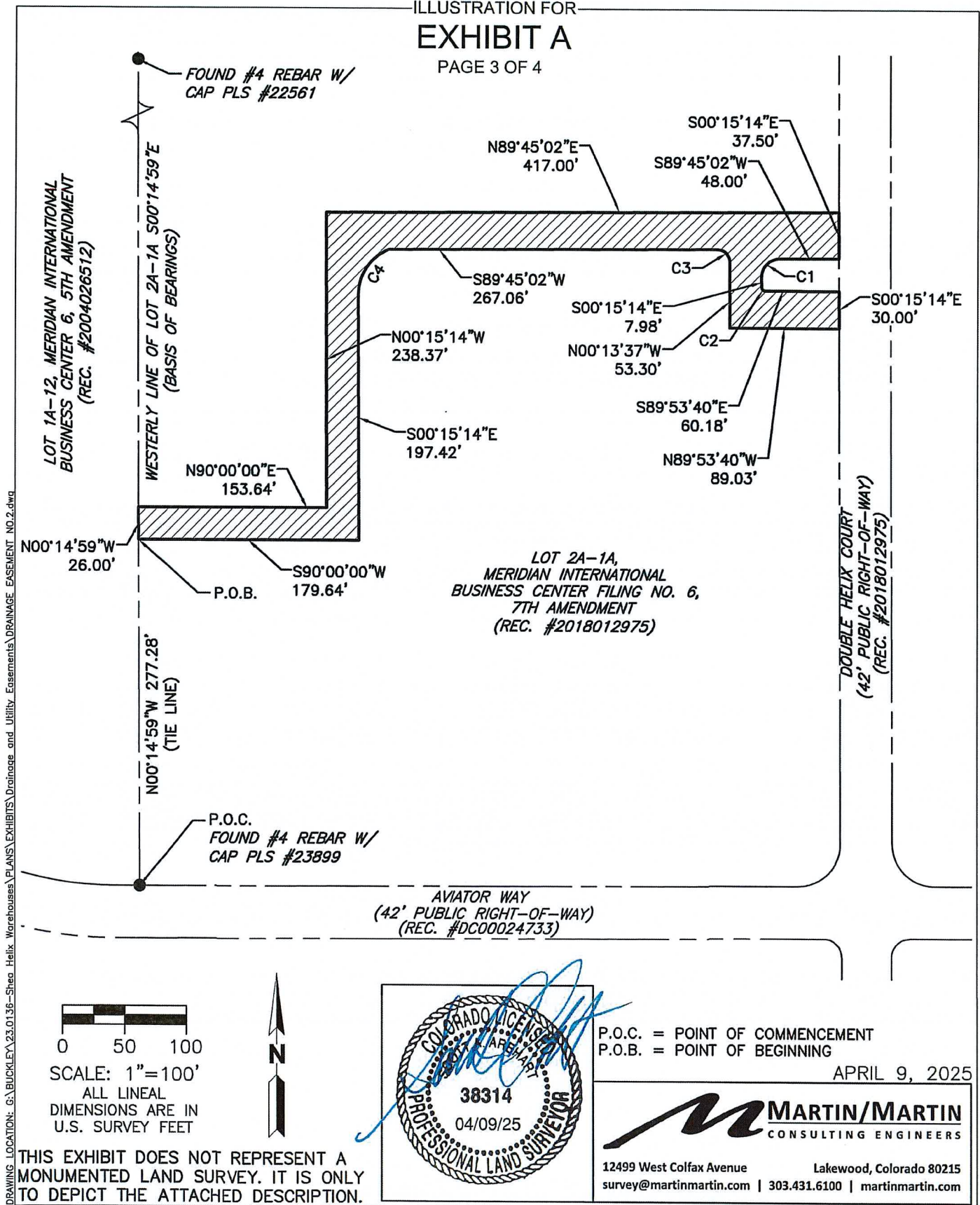
PREPARED BY JESUS DIAZ  
REVIEWED BY SCOTT A. AREHART, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
APRIL 9, 2025  
303-431-6100  
PROJECT NO. 23.0136



# EXHIBIT B

## ILLUSTRATION FOR EXHIBIT A

PAGE 3 OF 4





# EXHIBIT B

ILLUSTRATION FOR

## EXHIBIT A

PAGE 4 OF 4

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	90°00'16"	15.00'	23.56'	S44°44'54"W	21.21'
C2	86°38'38"	3.00'	4.54'	S43°34'33"E	4.12'
C3	90°01'22"	10.00'	15.71'	N45°14'18"W	14.14'
C4	67°52'45"	40.00'	47.39'	S33°41'08"W	44.67'

DRAWING LOCATION: G:\BUCKLEY\23.0136--Shea Helix Warehouses\PLANS\EXHIBITS\Drainage and Utility Easements\DRAINAGE EASEMENT NO.2.dwg

APRIL 9, 2025



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED LAND SURVEY. IT IS ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.

 **MARTIN/MARTIN**  
CONSULTING ENGINEERS

12499 West Colfax Avenue  
survey@martinmartin.com | 303.431.6100 | martinmartin.com

Lakewood, Colorado 80215



---

www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Jeff Garcia, County Attorney

**DESCRIPTION:** Resolution in Support of Amateur Radio Week Proclamation.

**SUMMARY:** A Resolution in Support of Amateur Radio Week Proclamation.

**RECOMMENDED  
ACTION:** Approve Resolution.

**REVIEW:**

Jeff Garcia	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

Proclamation in Support of Amateur Radio Week

**RESOLUTION NO. 2025-\_\_**

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

**A RESOLUTION IN SUPPORT OF AMATEUR RADIO WEEK PROCLAMATION**

***WHEREAS***, Amateur radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

***WHEREAS***, Amateur radio has continued to provide a bridge between peoples, societies, and countries by creating friendships and the sharing of ideas; and

***WHEREAS***, Amateur radio operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

***WHEREAS***, these Amateur radio services are provided wholly uncompensated; and

***WHEREAS***, the County also recognizes the services amateur radio's people also provide to our many Emergency Response organizations, including the Douglas County Sheriff's Office and Office of Emergency Management; and

***WHEREAS***, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, the Douglas County Fair, and other charitable public events including the Turkey Day 5K; and

***WHEREAS***, Douglas County, Colorado recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the National Weather Service; and

***WHEREAS***, the American Radio Relay League ("ARRL") is the national association for amateur radio in the USA; and

***WHEREAS***, the ARRL Amateur Radio Field Day exercise will take place on June 28-29, 2025, and is a 24-hour emergency preparedness exercise and demonstration of the radio amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required.

**NOW, THEREFORE BE IT RESOLVED,**

The Douglas County Board of County Commissioners do hereby officially recognize and designate June 23-29, 2025 as Amateur Radio Week in Douglas County, Colorado

**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**

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Derek Castellano, Commander

**DESCRIPTION:** 2025-2026 Public Contract for Services to Share Costs for the School Resource Officer Program

**SUMMARY:** The County has historically entered into agreements with various schools and educational institutions to provide School Resource Officers. These contracts are updated annually and define the scope of services, roles and responsibilities, cost-sharing arrangements, and duration.

For the 2025-2026 school year, the following contracts are presented for Board consideration:

- American Academy Castle Pines Campus - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Arma Dei Academy - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Ben Franklin Academy - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Cherry Hills Christian School - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Colorado Christian Academy - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Douglas County School District - 30 SRO's - Total Cost \$5,631,000 (School District Portion \$2,627,350/DCSO Portion \$3,003,650)
- North Star Academy - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Parker Core Knowledge - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Platte River Academy - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- Skyview Academy Charter School Highlands Ranch - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)
- STEM - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO

Portion \$102,580)

- Valor - 1 SRO - Total Cost \$192,605 (School Portion \$90,024/ DCSO Portion \$102,580)

These contracts outline the continued assignment of law enforcement personnel to schools to provide safety, security, and community engagement in a Total Amount for Douglas County of \$4,081,806.00.

**RECOMMENDED  
ACTION:**

Request that the Board approve and sign the 2025 - 2026 contracts through DocuSign.

**REVIEW:**

Darren Weekly	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**

2025-2026 Colorado Christian Academy 05272025\_signed by school  
2025-2026 North Star 05312025\_signed by school  
2025-2026 Platte River Academy\_signed by school  
2025-2026 Skyview 05132025\_signed by school  
2025-2026 STEM 05202025\_signed by school  
2025-2026 Valor 05202025\_signed by school  
IGA DCSD 2025-2026\_06032025  
2025-2026 American Academy\_05142025  
2025-2026 Arma Dei\_05232025\_signed by school  
2025-2026 Ben Franklin 05282025\_signed by school  
2025-2026 Cherry Hills Christian School\_05152025  
2025-2026 Parker Core Knowledge 05272025\_signed by school

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY  
SHERIFF’S OFFICE AND COLORADO CHRISTIAN ACADEMY REGARDING THE  
SHARING OF COSTS FOR PROVIDING DEPUTY SHERIFFS TO ACT AS A  
SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **COLORADO CHRISTIAN ACADEMY**, a non-profit corporation in the State of Colorado, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Colorado Christian Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
  - i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
  - j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office.
5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies,

procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 9 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
9. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
10. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:  
  
To the School: Colorado Christian Academy  
Andrea Gatchis  
333 Inverness Drive  
Englewood, Colorado 80112  
[a.gatchis@coloradochristianacademy.com](mailto:a.gatchis@coloradochristianacademy.com)  
(720) 672-0086  
  
To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109  
  
With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109
11. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
12. **AMENDMENTS:** This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
13. **AUTHORIZED REPRESENTATIVE:** The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.



14. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**COLORADO CHRISTIAN ACADEMY**

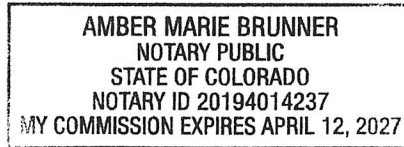
By: Andrea Gatchis  
Printed Name: Andrea Gatchis  
Title: Director of Operations  
Date: 5/20/25

ATTEST (if Corporation):

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Douglas ) ss.



The foregoing instrument was acknowledged before me this 20 day of May, 2025, by  
Andrea Gatchis (Name of Individual Signing Document).

Witness my hand and official seal

Amber Brunner  
Notary Public

My commission expires: 4/12/27

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0800-1600  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE  
AND NORTH STAR ACADEMY REGARDING THE SHARING OF COSTS FOR PROVIDING  
DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff") and **NORTH STAR ACADEMY**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the "School").

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for North Star Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
  - i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
  - j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
- 3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
  - a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
  - e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
- 4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.
- 5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
- 6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
- 7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.



11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School: NORTH STAR ACADEMY  
Kendra Hossfeld, Principal  
16700 Keystone Blvd.  
Parker, Colorado 80134  
Email: khossfeld@nstaracademy.org  
Telephone: (720) 851-7827

To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109

With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

NORTHSTAR ACADEMY

By: Kendra Hossfeld

Printed Name: KENDRA HOSSFELD

Title: PRINCIPAL

Date: 5-20-25

ATTEST (if Corporation):

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

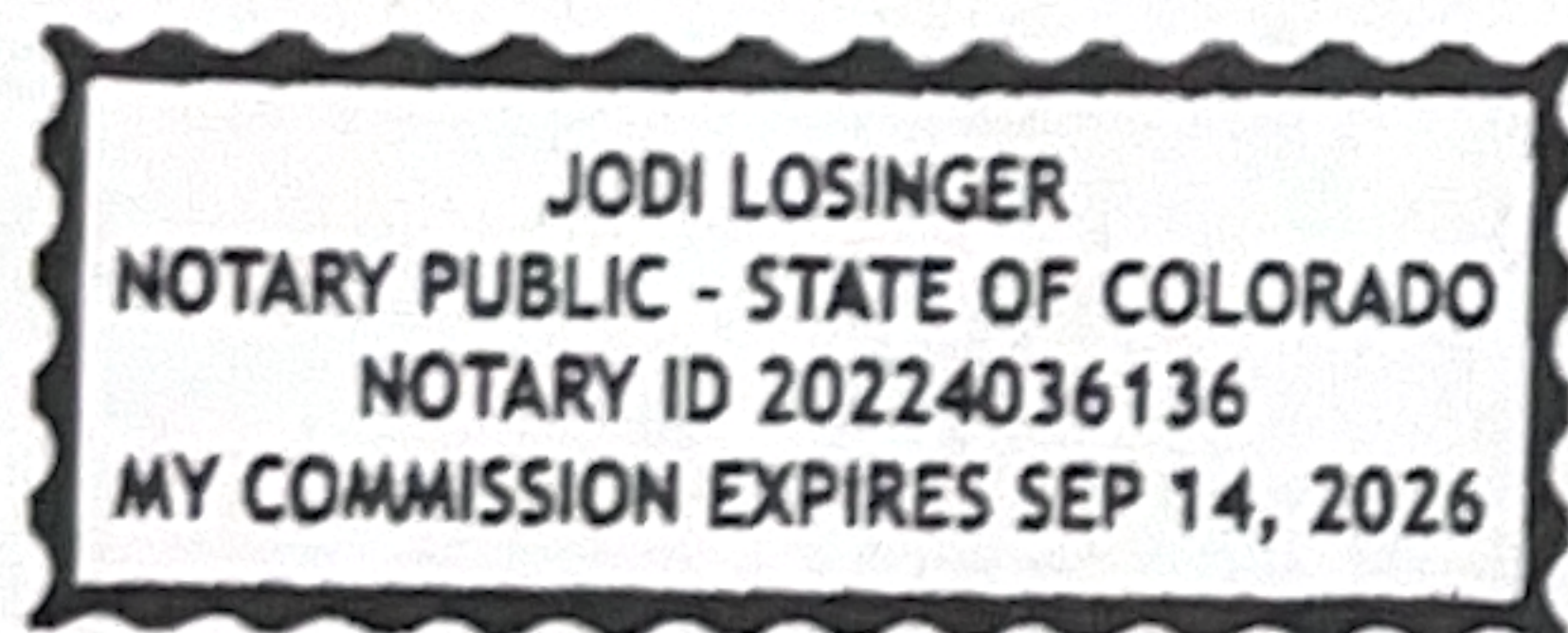
Signature of Notary Public Required:

STATE OF Colorado )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2025, by Kendra Hossfeld (name of individual).

Witness my hand and official seal



Jodi Losinger  
Notary Public

My commission expires: 9.14.26



**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
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<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND  
PLATTE RIVER ACADEMY REGARDING THE SHARING OF COSTS FOR PROVIDING  
DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff") and **PLATTE RIVER ACADEMY**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the "School").

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy to function as an SRO for Platte River Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;

- g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;
- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School District PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salary, which includes any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION**: The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING**: The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:

- a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
- b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
  - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
  - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
  - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
- c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
- d. The number of students physically restrained.

9. **TERM**: The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.

10. **TERMINATION**: This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.



11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School:       Platte River Academy  
                          Alan McQueen, Director of Operations  
                          4085 Lark Sparrow St.  
                          Highlands Ranch, CO 80126  
                          amcqueen@prak8.org  
                          (303) 221-1070

To the County:       Douglas County Sheriff  
                          4000 Justice Way  
                          Castle Rock, Colorado 80109

With a copy to:       Kelly Dunnaway  
                          Deputy County Attorney  
                          Douglas County Sheriff's Office  
                          4000 Justice Way  
                          Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

PLATTE RIVER ACADEMY

By: Alan McQueen

ATTEST: (if a corporation)

Printed Name: Alan McQueen

Title: Director of Operations

Date: 5/20/25

Jaqueline S Cote  
Title: 5/20 Dir of Finance  
8

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 2025, by  
Alan McQueen (name of individual).

Witness my hand and official seal

Karen E Kjeseth  
Notary Public

My commission expires: 11-20-2025

KAREN E KJESETH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174047933  
MY COMMISSION EXPIRES 11/20/2025

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY  
SHERIFF’S OFFICE AND SKYVIEW ACADEMY CHARTER SCHOOL HIGHLANDS  
RANCH REGARDING THE SHARING OF COSTS FOR PROVIDING DEPUTY SHERIFFS  
TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **SKYVIEW ACADEMY CHARTER SCHOOL HIGHLANDS RANCH**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Skyview Academy Charter School.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat

assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.



11. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:

To the School: Skyview Academy Charter School  
Lisa Jarvi, Business & Operations Coordinator  
6161 Business Center Drive  
Highlands Ranch, Colorado 80130  
Email: [ljarvi@svak12.org](mailto:ljarvi@svak12.org)  
Telephone: (303) 471-8439

To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109

With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS:** This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE:** The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**SKYVIEW ACADEMY CHARTER SCHOOL HIGHLANDS RANCH**

By: [Signature]

Printed Name: LISA JARVI

Title: Dir. Finance, Ops & HR

Date: 5-9-2025

ATTEST (if Corporation):

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature of Notary Public Required:

STATE OF Colorado )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 9 day of May, 2025, by Lisa Jarvi (name of individual).

Witness my hand and official seal

[Signature]  
Notary Public

My commission expires: 3/9/26

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
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On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
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<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF’S OFFICE AND  
STEM SCHOOL HIGHLANDS RANCH REGARDING THE SHARING OF COSTS FOR  
PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **STEM SCHOOL HIGHLANDS RANCH**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Stem School Highlands Ranch.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat

assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.



11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:
- To the School: Matt Cartier, CIO  
Stem School Highlands Ranch  
8773 S. Ridgeline Blvd.  
Highlands Ranch, Colorado 80129  
Email: matt.cartier@kosonschools.org  
Telephone: (303) 683-7836
- To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109
- With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109
12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

STEM Highlands Ranch

By: [Signature]

Printed Name: Matt Cartier

Title: Chief Innovation officer

Date: 5.22.2025

ATTEST (if Corporation):

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

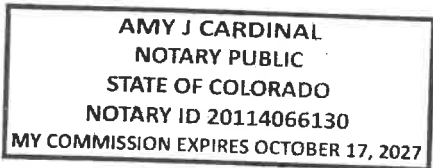
Date: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Douglas )ss.

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by  
Matt Cartier (name of individual).

Witness my hand and official seal



[Signature]  
Notary Public

My commission expires: October 17, 2027

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY  
SHERIFF’S OFFICE AND VALOR CHRISTIAN HIGH SCHOOL REGARDING THE  
SHARING OF COSTS FOR PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL  
RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **VALOR CHRISTIAN HIGH SCHOOL**, a non-profit corporation in the State of Colorado, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Valor Christian High School.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;
  - g. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
  - h. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT); and

- i. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
  - a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office
5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **TERM**: The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 9 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
9. **TERMINATION**: This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
10. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:
- To the School:           Valor Christian High School  
Jody Goff, Director of Finance & Operations  
3775 Grace Blvd.  
Highlands Ranch, Colorado 80126  
Email: jody.goff@valorchristian.com  
Telephone: (303) 471-3386 (office)
- To the County:           Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109
- With a copy to:         Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109
11. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
12. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
13. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
14. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.

15. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

VALOR CHRISTIAN HIGH SCHOOL

By: Jody M Goff

Printed Name: JODY M GOFF

Title: Director Finance & Operations

Date: 5-20-2025

ATTEST (if Corporation):

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

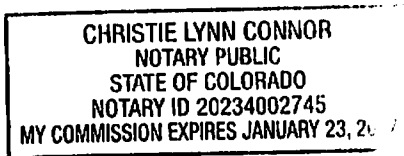
Date: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Douglas ) ss.

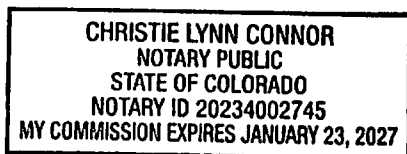
The foregoing instrument was acknowledged before me this 20 day of May, 2025, by  
Jody Goff (name of individual).

Witness my hand and official seal



Christie L Connor  
Notary Public

My commission expires: 1/23/2027



**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY  
SHERIFF’S OFFICE AND DOUGLAS COUNTY SCHOOL DISTRICT RE-1 THE SHARING  
OF COSTS FOR PROVIDING DEPUTY SHERIFFS TO ACT AS SCHOOL RESOURCE  
OFFICERS**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of  
Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the  
“Sheriff”) and **DOUGLAS COUNTY SCHOOL DISTRICT RE-1** (the “School District”).

**RECITALS**

**WHEREAS**, the School District and County wish to enter into a cooperative agreement as to  
the sharing of costs for providing Deputy Sheriff’s as School Resource Officers (SROs) in the School  
District; and

**WHEREAS**, the Douglas County Sheriff wishes to provide Deputy Sheriffs to the School  
District to act as SROs; and

**WHEREAS**, the parties hereto wish to share in the cost of providing Deputy Sheriffs as SROs in  
the School District, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained  
herein, the School District and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: two (2) SRO  
Sergeants; two (2) SRO Corporals; and twenty-six (26) Deputy Sheriffs to function as SROs for  
the School District.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School District;
  - c. Coordinate matters of mutual law enforcement concern between the School District and  
Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect  
for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an  
Individualized Education Plan who have previously demonstrated behavior that poses a safety  
risk to themselves or others, and make reasonable efforts to comply with BIPs when  
interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s  
weekly administration meetings pertaining to all safety and security matters including, but not

limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;

- h. Elementary SROs will be assigned to a zone. A zone will contain approximately three (3) elementary schools. SROs will contact assigned schools on a daily basis, either by physical presence or through available forms of electronic communication;
- i. SROs must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- j. SROs will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- k. SROs will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DISTRICT DUTIES:** The School District's duties shall include, but are not limited to, the following:

- a. Assigned SROs or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SROs must be informed and updated on any and all student safety plans;
- c. SROs will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School District building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** School District high schools and middle schools will provide a private and secure room, on campus, for the SROs. The room will be equipped with a telephone and computer for conducting confidential investigations and interviews, and a space for an installed gun safe. Each school will also provide two (2) key safes for the school's interior master keys (if not already equipped), an exterior lock box to hold the school's master exterior key (if not already equipped), and a School District PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **CONTRACT AMOUNT:**

- a. **Preliminary Contract Amount** – No later than March 15<sup>th</sup> of each year, the Sheriff shall submit to the School District the preliminary contract amount for the upcoming school year based upon anticipated costs. Such amount will be outlined in the form of a preliminary “ATTACHMENT A” for the upcoming school year.
- b. **Final Contract Amount** – The final contract amount for the upcoming school year shall be annually labeled “ATTACHMENT A” and submitted by the Sheriff to the School District by no later than April 15<sup>th</sup> of each year in the form of an amendment to this Agreement with formal approval by the Douglas County School Board and the Douglas County Board of County Commissioners by no later than July 1<sup>st</sup>.

7. **FINANCIAL COST SHARING:** In accordance with Section 6 above, the Sheriff and the School District agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, training costs, and other ongoing costs for the SRO. The School District shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

8. **PERSONNEL AND SUPERVISION:** The SROs shall remain employees of the County at all times. The SROs shall perform duties under the control of the Douglas County Sheriff’s Office and shall be afforded the same employment rights and benefits as other Sheriff’s Office members. A description of the SRO’s duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School District shall partner with the Sheriff during the interview and selection process of the School District’s SROs. SROs shall understand and support the mission of the School District and their assigned school(s).

The SRO is subject to the Douglas County Sheriff’s Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School District to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer’s time and expertise, he/she shall not be subject to supervision or direction by the School District.

9. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:

- a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
- b. The number of School District employee referrals to law enforcement. “Referrals to law enforcement” means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
  - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
  - ii. Engage with a student or third party on school grounds who is creating a potentially



- dangerous situation; or
  - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
10. **TERM**: The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 11 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
11. **TERMINATION**: This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School District shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
12. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the District:           Debra Jones  
Director-Strategic Sourcing and Contract Management  
Douglas County School District RE-1  
701 Prairie Hawk Dr.  
Castle Rock, Colorado 80109  
djones@dcsdk12.org  
(720) 433-1221

With a copy to:           Mary Kay Klimesh  
General Counsel  
Douglas County School District RE-1  
620 Wilcox Street  
Castle Rock, Colorado 80104

To the County:           Division Chief Michael McIntosh  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, Colorado 80109  
mmcintosh@dcsheriff.net  
(303) 660-7531

With a copy to:           Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

13. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
14. **AMENDMENTS:** This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
15. **AUTHORIZED REPRESENTATIVE:** The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officers under this Agreement.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.
17. This Agreement is entered into as of the day and year set forth above.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**DOUGLAS COUNTY SCHOOL  
DISTRICT RE-1:**

By: Christy Williams

Christy Williams, President  
Board of Education

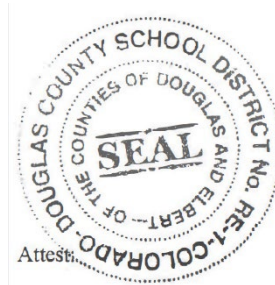
Date: May 30 2025

**ATTEST:**

By: Becky Myers

Becky Myers, Secretary  
Board of Education

Date: May 30 2025



**APPROVED AS TO LEGAL FORM:**

By: Mary Kay Klimesh

Mary Kay Klimesh, General Counsel

Date: May 30 2025

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

# ATTACHMENT A

## 2025-2026 SRO PROGRAM COSTS

Attachment A for 2025-2026 School Year									
July 1, 2025 - June 30, 2026 SRO PROGRAM COSTS 30 FTEs									
	High School Program (12 FTEs) July 1, 2025 - June 30, 2026			Elementary/Middle School Program (18 FTEs) July 1, 2025 - June 30, 2026			New Grand Total (30 FTEs)		
	School District Portion	Sheriff Portion	Total Additional Costs	School District Portion	Sheriff Portion	Total Additional Costs	School District Portion	Sheriff Portion	Total Additional Costs
<b><u>SRO Program Costs Shared:</u></b>									
Salaries	\$ 680,500	\$ 680,500	\$ 1,361,000	\$ 1,018,600	\$ 1,018,600	\$ 2,037,200	\$ 1,699,100	\$ 1,699,100	\$ 3,398,200
Fringe Benefits	313,250	313,250	626,500	454,750	454,750	909,500	768,000	768,000	1,536,000
Uniform Allowance	1,800	1,800	3,600	2,700	2,700	5,400	4,500	4,500	9,000
Smartphone Service (\$500 per FTE)	3,000	3,000	6,000	4,500	4,500	9,000	7,500	7,500	15,000
AXON Program Cost (\$3,200/year per FTE/\$2,650/year per vehicle)	35,100	35,100	70,200	52,650	52,650	105,300	87,750	87,750	175,500
Annual SRO Training/Travel	16,800	16,800	33,600	25,200	25,200	50,400	42,000	42,000	84,000
Misc. Costs (\$1,000 per FTE)	6,000	6,000	12,000	9,000	9,000	18,000	15,000	15,000	30,000
SRO Therapy Dog Program	-	-	-	3,500	3,500	7,000	3,500	3,500	7,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 1,056,450</b>	<b>\$ 1,056,450</b>	<b>\$ 2,112,900</b>	<b>\$ 1,570,900</b>	<b>\$ 1,570,900</b>	<b>\$ 3,141,800</b>	<b>\$ 2,627,350</b>	<b>\$ 2,627,350</b>	<b>\$ 5,254,700</b>
<b><u>Other SRO Program Costs:</u></b>									
Overtime	\$ -	\$ 36,000	\$ 36,000	\$ -	\$ 54,000	\$ 54,000	\$ -	\$ 90,000	\$ 90,000
On-Call Pay	-	10,800	10,800	-	16,200	16,200	-	27,000	27,000
FICA on Overtime and On-Call Pay	-	3,600	3,600	-	5,400	5,400	-	9,000	9,000
Professional Memberships	-	1,200	1,200	-	1,800	1,800	-	3,000	3,000
Uniform Costs (Ongoing Replacement)	-	8,300	8,300	-	12,500	12,500	-	20,800	20,800
Firearm/Taser Supplies	-	4,800	4,800	-	7,200	7,200	-	12,000	12,000
Medical/First Aid Supplies	-	4,700	4,700	-	7,000	7,000	-	11,700	11,700
Range Fees	-	4,300	4,300	-	6,500	6,500	-	10,800	10,800
Fuel	-	48,000	48,000	-	72,000	72,000	-	120,000	120,000
Fleet Maintenance	-	28,900	28,900	-	43,200	43,200	-	72,000	72,000
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 150,500</b>	<b>\$ 150,500</b>	<b>\$ -</b>	<b>\$ 225,800</b>	<b>\$ 225,800</b>	<b>\$ -</b>	<b>\$ 376,300</b>	<b>\$ 376,300</b>
<b>Grand Total of Above</b>	<b>\$ 1,056,450</b>	<b>\$ 1,206,950</b>	<b>\$ 2,263,400</b>	<b>\$ 1,570,900</b>	<b>\$ 1,796,700</b>	<b>\$ 3,367,600</b>	<b>\$ 2,627,350</b>	<b>\$ 3,003,650</b>	<b>\$ 5,631,000</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530  
Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation and follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security and safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

### **Therapy Dog Program Participation**

The School Resource Officer (SRO) assigned to Cresthill Middle School will utilize a certified therapy dog as part of their daily responsibilities. The therapy dog will be used to support student and staff well-being, reduce stress, build rapport, and enhance positive interactions within the school environment. The SRO is responsible for the care, handling, and presence of the therapy dog during school hours, and will ensure all necessary certifications, health records, and liability coverage are maintained and provided upon request.

**ATTACHMENT C**  
**List of SRO Program and SRO Schools**

***SRO Program High Schools:***

CHAPARRAL HIGH SCHOOL	15655 Brookstone Dr Parker, CO 80134
DOUGLAS COUNTY HIGH SCHOOL	2842 Front St Castle Rock, CO 80104
HIGHLANDS RANCH HIGH SCHOOL	9375 S Cresthill Lane Highlands Ranch, CO 80130
MOUNTAIN VISTA HIGH SCHOOL	10585 Mountain Vista Ridge Highlands Ranch, CO 80126
PONDEROSA HIGH SCHOOL	7007 E Bayou Gulch Rd Parker, CO 80134
ROCK CANYON HIGH SCHOOL	5810 McArthur Ranch Rd Highlands Ranch, CO 80124
THUNDERRIDGE HIGH SCHOOL	1991 Wildcat Reserve Pkwy Highlands Ranch, CO 80129

***SRO Program Middle Schools:***

CRESTHILL MIDDLE SCHOOL	9195 Cresthill Lane Highlands Ranch, CO 80130
MOUNTAIN RIDGE MIDDLE SCHOOL	10590 Mountain Vista Ridge Highlands Ranch, CO 80126
RANCH VIEW MIDDLE SCHOOL	1731 Wildcat Reserve Pkwy Highlands Ranch, CO 80126
ROCKY HEIGHTS MIDDLE SCHOOL	11033 Monarch Blvd Highlands Ranch, CO 80124
SAGEWOOD MIDDLE SCHOOL	4725 Fox Sparrow Rd Parker, CO 80134

***SRO Elementary and Charter Schools by Zone:***

***ZONE 1 –***

ROXBOROUGH INTERMEDIATE	7370 Village Cir E Littleton, CO 80125
ROXBOROUGH PRIMARY	8000 Village Cir W Littleton, CO 80125
SEDALIA ELEMENTARY	5449 N Huxtable St Sedalia, CO 80135

***ZONE 2 –***

PLUM CREEK ACADEMY	9340 Commerce Center St Highlands Ranch, CO 80129
TRAILBLAZER ELEMENTARY	9760 S Hackberry Highlands Ranch, CO 80126
COYOTE CREEK ELEMENTARY	2861 Baneberry Ct Highlands Ranch, CO 80129

***ZONE 3 –***

ELDORADO ELEMENTARY	1305 Timbervale Tr Highlands Ranch, CO 80129
SADDLE RANCH ELEMENTARY	805 W English Sparrow Tr Highlands Ranch, CO 80126
STONE MOUNTAIN ELEMENTARY	10625 Weathersfield Way Highlands Ranch, CO 80129

***ZONE 4 –***

BEAR CANYON ELEMENTARY	9660 Salford Lane Highlands Ranch, CO 80126
NORTHRIDGE ELEMENTARY	555 Southpark Rd Highlands Ranch, CO 80126
SAND CREEK ELEMENTARY	8898 S Maplewood Dr Highlands Ranch, CO 80126

***ZONE 5 –***

COPPER MESA ELEMENTARY	3501 Poston Pkwy Highlands Ranch, CO 80126
HERITAGE ELEMENTARY	3350 Summit View Pkwy Highlands Ranch, CO 80126
SUMMIT VIEW ELEMENTARY	10200 S Piedmont Dr Highlands Ranch, CO 80126



**ZONE 6 –**

ARROWWOOD ELEMENTARY	10345 Arrowwood Dr Highlands Ranch, CO 80130
REDSTONE ELEMENTARY	9970 Glenstone Cir Highlands Ranch, CO 80130
WILDCAT MOUNTAIN ELEMENTARY	6585 Lionshead Pkwy Littleton, CO 80124

**ZONE 7 –**

ACRES GREEN ELEMENTARY	13524 N Acres Green Dr Littleton, CO 80124
COUGAR RUN ELEMENTARY	8780 Venneford Ranch Rd Highlands Ranch, CO 80126
FOX CREEK ELEMENTARY	6585 Collegiate Dr Highlands Ranch, CO 80126

**ZONE 8 –**

EDCSD	373 Inverness Pkwy #207 Englewood, CO 80112
MAMMOTH HEIGHTS ELEMENTARY	9500 Stonegate Pkwy Parker, CO 80134
PINE GROVE ELEMENTARY	10450 Stonegate Pkwy Parker, CO 80134

**ZONE 9 –**

BUFFALO RIDGE ELEMENTARY	7075 N Shoreham Dr Castle Rock, CO 80108
DC MONTESSORI	311 Castle Pines Prkwy Castle Pines, CO 80108
TIMBER TRAIL ELEMENTARY	690 W Castle Pines Pkwy Castle Rock, CO 80108

**ZONE 10 –**

MOUNTAIN VIEW PRIMARY	8502 North Pinery Pkwy Parker, CO 80134
NORTHEAST ELEMENTARY	6598 N State Hwy 83 Parker, CO 80134
LEHMAN ACADEMY	6405 Estancia Blvd Parker, CO 80134

***ZONE 11 –***



CHERRY VALLEY ELEMENTARY	9244 S State Hwy 83 Franktown, CO 80116
FRANKTOWN ELEMENTARY	PO Box 308 1384 N State Hwy 83 Franktown, CO 80116
LARKSPUR ELEMENTARY	1103 W Perry Park Ave Larkspur, CO 80118
STONE CANYON OUTDOOR EDVENTURES	12163 S. Perry Park Rd Larkspur, CO 80118

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**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS  
COUNTY SHERIFF’S OFFICE AND AMERICAN ACADEMY CASTLE PINES  
CAMPUS REGARDING THE SHARING OF COSTS FOR PROVIDING DEPUTY  
SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **AMERICAN ACADEMY CASTLE PINES CAMPUS**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as an SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for American Academy Castle Pines Campus.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat

assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School: AMERICAN ACADEMY CASTLE PINES CAMPUS  
Attn: Tami Bostick, Interim Executive Director of Schools  
6971 Mira Vista Lane  
Castle Pines, Colorado 80108  
Email: [tbostick@aak8.org](mailto:tbostick@aak8.org)  
Telephone: (720) 292-5305

To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109

With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

AMERICAN ACADEMY CASTLE PINES CAMPUS

By: [Signature]

Printed Name: Tami C. Bostick

Title: Executive Director of Schools

Date: May 14, 2025

ATTEST (if Corporation):

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

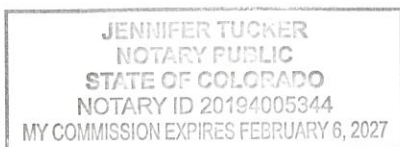
Date: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF Colorado )  
COUNTY OF Douglas )ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2025, by  
Tami Bostick (name of individual).

Witness my hand and official seal



[Signature]  
Notary Public

My commission expires: February 6<sup>th</sup>, 2027

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO Sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY  
SHERIFF'S OFFICE AND ARMA DEI ACADEMY REGARDING THE SHARING OF COSTS  
FOR PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff") and **ARMA DEI ACADEMY**, a non-profit corporation in the State of Colorado, authorized to do business in Colorado (the "School").

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy to function as an SRO for Arma Dei Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review any students receiving Academic Support or Behavioral Support ("Support Plans") who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with Support Plans when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
  - i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
  - j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office.
5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salary, which includes any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies,

procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **TERM**: The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 9 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds. This Agreement terminates and supersedes all prior agreements.
9. **TERMINATION**: This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
10. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:  
  
To the School: Arma Dei Academy  
Greg Vigil, Interim Head of School  
341 East Wildcat Reserve Parkway  
Highlands Ranch, CO 80126  
gvigil@armadeiacademy.com  
(303) 346-4523  
  
To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109  
  
With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109
11. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
12. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
13. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and

approving the work performed by the School Resource Officer under this Agreement.

14. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The School 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, in any way resulting from or arising from this agreement; provided, however, that the School 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.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.
16. This Agreement is entered into as of the day and year set forth above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**ARMA DEI ACADEMY**

By: [Signature]

Printed Name: Gregory R. Vigil

Title: Head of School

Date: 22 May 2025

**ATTEST: (if a corporation)**

[Signature]

Title: Business manager

Signature of Notary Public Required:

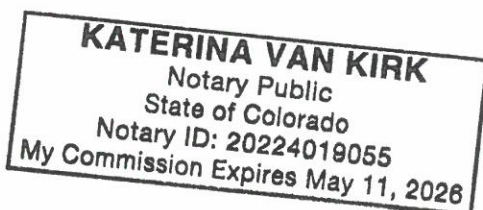
STATE OF Colorado )  
COUNTY OF Douglas )ss.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2025, by  
William Martinez (Name of Individual Signing Document).

Witness my hand and official seal

Katerina Van Kirk  
Notary Public

My commission expires: 5/11/26



**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the Douglas County Sheriff's Office Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND  
BEN FRANKLIN ACADEMY REGARDING THE SHARING OF COSTS FOR PROVIDING  
DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff") and **BEN FRANKLIN ACADEMY**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the "School").

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Ben Franklin Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat

assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School: Diana Simpson Principal  
Ben Franklin Academy  
2270 Plaza Drive  
Highlands Ranch, Colorado 80129  
Email: dsimpson@bfacademy.org  
Telephone: (720) 383-4519

To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109

With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**BEN FRANKLIN ACADEMY**

By: Diana M. Simpson

Printed Name: Diana M. Simpson

Title: Principal

Date: May 26, 2025

**ATTEST (if Corporation):**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature of Notary Public Required:

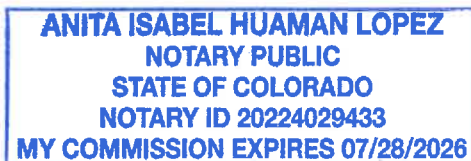
STATE OF Colorado )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2025, by

Diana Simpson (name of individual).

Witness my hand and official seal



[Signature]  
Notary Public

My commission expires: 07/28/2026

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF’S OFFICE AND  
CHERRY HILLS CHRISTIAN SCHOOL REGARDING THE SHARING OF COSTS FOR  
PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **CHERRY HILLS CHRISTIAN SCHOOL** a non-profit corporation in the State of Colorado, authorized to do business in Colorado (the “School”).

**RECITALS**

**WHEREAS**, the School and the County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officer (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as an SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the school, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Cherry Hills Christian School.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Classroom Accommodation and Modification Plans (CAMPS) for students who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with CAMPS when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;
  - h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;

- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT); and
  - j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
4. **EQUIPMENT/USE OF FACILITIES:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office.
5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
7. **PERSONNEL & SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the

officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 9 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
9. **TERMINATION:** This Agreement may be terminated by either party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
10. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:  
  
To the School:       CHERRY HILLS CHRISTIAN SCHOOL  
                              Sandy Ervine  
                              3900 Grace Blvd.  
                              Highlands Ranch, CO 80126  
                              servine@chclions.org  
                              (303) 325-8430  
  
To the County:       Douglas County Sheriff  
                              4000 Justice Way  
                              Castle Rock, CO 80104  
  
With a copy to:       Kelly Dunnaway  
                              Deputy County Attorney  
                              Douglas County Sheriff's Office  
                              4000 Justice Way  
                              Castle Rock, CO 80109
11. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
12. **AMENDMENTS:** This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
13. **AUTHORIZED REPRESENTATIVE:** The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
14. **INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The School 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, in any way resulting from or arising from this agreement; provided, however, that the School 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.

15. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.
16. This Agreement is entered into as of the day and year set forth above.

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**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:  
OFFICE**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-20256 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 –1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

**PUBLIC CONTRACT FOR SERVICES BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND  
PARKER CORE KNOWLEDGE REGARDING THE SHARING OF COSTS FOR  
PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff") and **PARKER CORE KNOWLEDGE**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the "School").

**RECITALS**

**WHEREAS**, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

**WHEREAS**, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

**WHEREAS**, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy to function as an SRO for Parker Core Knowledge.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
  - a. Provide education and counseling to students on law enforcement matters;
  - b. Act as liaison between the Sheriff and School;
  - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
  - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
  - e. Investigate law enforcement and public safety issues while on campus;
  - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
  - g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
  - i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
  - j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
- 3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:
  - a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
  - b. SRO must be informed and updated on any and all student safety plans;
  - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
  - d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
  - e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
- 4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School District PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.
- 5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
- 6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salary, which includes any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
- 7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
  - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
    - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
    - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
    - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
  - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
  - d. The number of students physically restrained.
9. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

11. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:
- To the School: Parker Core Knowledge  
Dr. Leanne Weyman, Director  
11661 Pine Dr.  
Parker, CO 80138  
lweyman@ckcs.net  
(303) 840-7070
- To the County: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109
- With a copy to: Kelly Dunnaway  
Deputy County Attorney  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109
12. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
13. **AMENDMENTS:** This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
14. **AUTHORIZED REPRESENTATIVE:** The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
15. **INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District 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, in any way resulting from or arising from this agreement; provided, however, that the District 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.
16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**PARKER CORE KNOWLEDGE**

By: Leanne C. Weyman

ATTEST: (if a corporation)

Printed Name: Leanne C. Weyman Leanne C. Weyman

Title: Director

Title: Director

Date: 5/27/25

Signature of Notary Public Required:

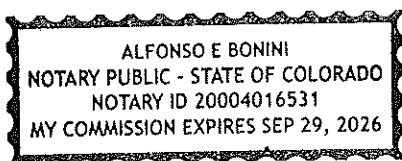
STATE OF Colorado )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 27 day of May, 2025, by

Leanne C. Weyman (Name of Individual Signing Document).

Witness my hand and official seal



[Signature]  
Notary Public

My commission expires: 09-29-2026

**DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Abe Laydon, Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney

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

**DOUGLAS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Darren Weekly, Sheriff

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland, Director of Finance

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

**ATTACHMENT A**  
**2025-2026 School Year**

<b>Cost for One SRO</b>	<b>School Portion</b>	<b>Sheriff Portion</b>	<b>Total Ongoing Costs</b>
<b>Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):</b>			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
<b>Ongoing Shared Costs Total</b>	<b>\$ 90,024</b>	<b>\$ 90,025</b>	<b>\$ 180,050</b>
<b>Ongoing Other Costs (07/01/25 - 06/30/26):</b>			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
<b>Ongoing Other Costs Total</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 12,555</b>
<b>Grand Totals - Year 1</b>	<b>\$ 90,024</b>	<b>\$ 102,580</b>	<b>\$ 192,605</b>

## **ATTACHMENT B**

### **SRO Job Description**

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule:      Typically Monday through Friday 0730 – 1530  
                    Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Mike Alexander, Director

**DESCRIPTION:** 2025 Douglas County Fire Operating Plan.

**SUMMARY:** The Fire Operating Plan in Conjunction with the State and United States Federal Service is up for 5-year renewal. The Fire Operating Plan (OP) is to set forth standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildfire protection on all lands within Douglas County. The updated plan with DFPC and USFS signatures is attached. There are no material changes from the last signed plan.

**RECOMMENDED  
ACTION:** Approve the 2025 Douglas County Fire Operating Plan.

**REVIEW:**

Jeff Garcia	Approve	6/20/2025
Andrew Copland	Approve	6/20/2025
Doug DeBord	Approve	6/20/2025

**ATTACHMENTS:**  
(DRAFT)2025 DOUGLAS COUNTY Fire Operating Plan

# 2025 DOUGLAS COUNTY FIRE OPERATING PLAN

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## PREAMBLE

This Operating Plan (OP) is pursuant to the “Agreement for Cooperative Wildfire Protection in Douglas County” dated 2025 also known as the State to County Agreement. (*See Attachment #1*)

This OP is also a component of the Statewide AOP and the “Statewide Cooperative Wildland Fire and Stafford Act Agreement”. Current version of the agreement can be found on the DFPC website at:

[https://gacc.nifc.gov/rmcc/dispatch\\_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf](https://gacc.nifc.gov/rmcc/dispatch_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf)

## PURPOSE

This Fire Operating Plan (OP) is to set forth standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildfire protection on all lands within Douglas County.

## AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 21-FI-11020000-001
- Memorandum of Understanding for Participation in the Colorado Emergency Fire Fund Between:
  - The Sheriff of Douglas County
  - The Douglas County Board of County Commissioners
  - The Colorado Department of Public Safety Division of Fire Prevention and Control
- Agreement for Cooperative Wildfire Protection in Douglas County

## RECITALS

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709.	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control (DFPC)
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies

C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 29-22.5-103.	Chief of Fire Department Wildland Fire Management Responsibilities Sheriff as the Fire Warden is responsible for planning, coordination efforts to suppress County Responsibilities Fires, Appointing Local Incident Management Teams; DFPC and Sheriff Responsibilities of in the case of State Responsibility Fires; DFPC Lead Colorado State Agency for Wildland Fire Suppression
C.R.S. § 29-22.5-104.	Sheriff may Develop and Update Wildfire Preparedness Plans
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1)(o).	Powers of the Board of County Commissioners

The chief of the fire department in each fire protection district is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish in accordance with the provisions of Section 32-1-1002(3)(a) C.R.S. The Fire Chief may utilize mutual aid agreements and unified command with neighboring fire protection districts to suppress and control fires that cross or threaten to cross the boundaries of the district. The Fire Chief may transfer any duty or responsibility under this section to the County Sheriff with the concurrence of the Sheriff C.R.S. 29-22.5-103(1)(a-c).

## INTERAGENCY COOPERATION

### Interagency Dispatch Centers

Pueblo Interagency Dispatch Center (PIDC 719-553-1600) is the dispatch center for USFS managed lands in Douglas County. Douglas Regional Dispatch Center (303-660-7500) is the primary multi-jurisdictional dispatch center for the Sheriff's Office and following Fire Departments within Douglas County: Castle Rock, Franktown, Jackson 105 and Larkspur.

Additional Dispatch Centers operating within Douglas County include: JeffCom Dispatch (Conifer FPD, West Metro FPD), South Metro Emergency Communications Center (South Metro FRA, West Douglas FPD), Teller County Dispatch (Mountain Communities FPD).

### Interagency Resources

Interagency resources, as defined here, are aviation, crews, equipment (engines, dozers, etc.), overhead (personnel), and supplies listed in Interagency Resource Ordering Capability (IROC). Interagency resources meet interagency minimum standards as identified in the *Interagency Standards for Fire and Fire Aviation* Operations also known as the Red Book. Interagency resources will be mobilized through IROC.

All requests for the VLAT (Very Large Air Tanker) through ESA must first be approved by the DFPC Branch Chief of Operations or designee.

Requests for resources / assistance under the Colorado Mutual Aid System (CMAS) must be made initially through the PIDC Interagency Dispatch and in coordination with a DFPC Resource Mobilization Battalion Chief (RCBC) or their designee by the Douglas County Emergency Manager, Sheriff, or Board of County Commissioners. A DFPC Battalion Chief (BC) or RCBC or designee will respond to this request.

## **Standards**

Each jurisdictional agency is responsible for establishing standards for wildland fire response. During initial response, all agencies will accept each other's standards. Once jurisdiction is established, then the jurisdiction agency(s) standards will prevail.

Federal agencies meet or exceed the *Interagency Standards for Fire and Fire Aviation Operations*.

DPFC resources meet or exceed the NWCG 310-1 minimum standard for qualifications and utilize the *Interagency Standards for Fire and Fire Aviation Operation* as a guiding document.

County resources assigned to State and Federal incidents beyond the mutual aid period will meet NWCG 310-1 standards per established agreements or as recognized in other pertinent Interagency documents, guides or agreements.

## **PREPAREDNESS**

### **Protection Planning**

Pueblo IDC maintains a resource list in WildCAD of DFPC and federal agency resources. Preparedness Levels are based on indices to determine placement and number of resources available for fire response. Staffing will be commensurate with fire conditions.

### **Protection Areas and Boundaries**

Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Douglas County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated areas of the county outside the boundaries of a Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state, county and private lands within Douglas County. DFPC has no primary fire control jurisdiction in Douglas County. USFS has primary responsibility for controlling wildfires on USFS lands.

### **Methods of Fire Protection and Suppression**

See Wildland Fire Response Section.

### **Reciprocal (Mutual Aid) Fire Assistance**

MUTUAL AID AGREEMENT: Pursuant to 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

The Jurisdictional Agency will not be required to reimburse the Supporting Agency(s) for costs incurred following the initial dispatch of any ground and aviation resources to the fire for the duration of the mutual aid period. Assistance beyond the Mutual Aid period will be reimbursable assistance, and the Supporting Agency may bill the Jurisdictional Agency for resources assigned to the fire outside the Mutual Aid period. It is understood that no supporting Agency will be required to assist or expected to commit resources to a Jurisdictional Agency.

The mutual aid period is defined as the time of initial dispatch and ends at either midnight of the first operational period or midnight of the second operational period. All mutual aid periods will preferably end at midnight for ease of financial accounting and the development of cost share agreements. Agencies that are not signatory to a specific Local Operating Plan are not obligated to provide Mutual Aid assistance for fires in that County.

**Initial attack activities are subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies, and unless otherwise covered under DFPC Wildland Fire Resource Funding Guidelines.**

**OBLIGATION UNDER MUTUAL AID:** It is understood that no supporting Agency or Fire Protection District will be required to assist, or expected to commit resources to a jurisdictional Agency, if such assistance or resources may jeopardize the security of lands under protection of the supporting Agency or Fire Protection District.

Local DFPC and Federal agencies will respond as needed and available to wildfires on state and private lands when requested by the Agency Having Jurisdiction. Such response costs should follow *DFPC Wildland Fire Resource Funding Guidelines*. Local Federal resources, during the mutual aid period, when a fire is determined to threaten Federal lands, will be at no cost to the jurisdictional agency. However, when fire is not threatening federal lands and / or beyond mutual aid, federal resource cost recovery may be requested to the ordering entity.

#### **Acquisition of Services**

For Federal and State Interagency resources such as aircraft/crews/equipment, all orders will be placed directly through PIDC, and then supported by documentation from the appropriate local cooperators' dispatch center. Interagency orders must be approved by one of the designated County officials (see appendices) prior to the order being placed through PIDC. Douglas County Office of Emergency Management (DCOEM) will be the primary contact for approval of resource orders. If DCOEM is not available one of the officials listed in the appendices can provide approval. All local cooperator orders for interagency wildland fire resources may be at the requesting agency's expense, unless the designated County officials approve the resource orders for County payment.

For County jurisdictional fires (no federal lands involved): If the Douglas County Emergency Operations Center (EOC) is not activated the ICP will place resource orders through the appropriate local dispatch center. If the EOC is activated resources orders from the Incident Command Post will be placed through Logistics in the EOC.

Requests for Douglas County wildland fire resources including County aviation assets will be made by local cooperators through the appropriate local cooperators' dispatch center. All available mutual aid resources (specific equipment or personnel, wildland task forces, aviation etc.) will be utilized, prior to ordering resources from outside Douglas County.

Once the fire has met State Responsibility and the DFPC has Assumed Control Duty, all resource ordering will be handled per the Delegation of Authority.

Douglas County is required to notify the DFPC of interagency resource ordering per language defined in the *DFPC Wildland Fire Resource Funding Guidelines*.

## **Joint Projects and Project Plans**

N/A

### **Fire Prevention**

Public information regarding fire danger and fire restrictions should be coordinated to the extent possible and issued jointly to the media. Joint press releases reduce public confusion and help substantiate the message being issued.

### **Public Use Restrictions**

Each jurisdiction will communicate all fire bans, restrictions, or closures to all agencies. Fire restrictions will be coordinated and communicated between agencies. Agencies agree to use scientific methods and risk analysis to support decisions regarding issuance and removal of fire restrictions. The *Pueblo Interagency Dispatch Zone, Procedures for Initiation or Rescinding Fire Restrictions* serves as a guide for interagency fire restrictions.

DFPC will assist coordination of restrictions or closures within the DFPC Region, if necessary.

### **Burning Permits**

Each agency or department will be responsible for obtaining any burn and smoke permits necessary at the County, State, or Federal levels for their individual burns.

### **Prescribed Fire (Planned Ignitions) and Fuels Management**

Agencies may enter into project and/or financial plans that define roles and conditions for participating and/or assisting in the planning and implementation of prescribed burns. Such participation and/or assistance will adhere to individual agency authority, policy, and business practices. The host agency (the agency that is jurisdictionally responsible for land management or the agency that has an agreement with the land-owning entity to provide for land management) will be responsible for initiating and developing the project and/or financial plans.

Escaped Prescribed Fires - All protocols and procedures pertaining to wildfire response, suppression, and business practices will be followed from the point in time that prescribed fire escapes control and is declared a wildfire.

### **Smoke Management**

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures, technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy refer to the Colorado Department of Public Health and Environment, Air Pollution Control Division website at:

<http://www.colorado.gov/cs/Satellite/CDPHE-AP/CBON/1251594943171>

## **OPERATIONS**

### **Fire Notifications**

The AHJ shall be notified of wildfires on or threatening their lands as soon as possible after the arrival of initial attack forces.

The County shall be notified of all fires on or threatening non-federal jurisdiction within the County via Douglas Regional Dispatch Center.

DFPC shall be notified via the State Emergency Operations Line of all fires beyond the capability of the County.

Federal agencies shall be notified of all fires on or threatening federal jurisdiction via Pueblo Interagency Dispatch Center.

Notification of all other agencies that are affected is the responsibility of the responding agency. All notifications shall be made as soon as possible to the jurisdictional agency.

### **Boundary Line Fires**

Cooperating agencies may, at times, take initial attack action on lands under another agency's jurisdiction. The primary criterion for such initial attack will be which agency is in the best position at the time the fire is reported to take the most rapid and effective action.

A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of all agencies on both sides of the boundary until jurisdiction is determined.

If the fire is confined to a single jurisdiction, that agency will designate an IC during initial response. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.

If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy, establish a unified command, and delegate an Incident Commander (IC) as soon as possible.

IC designation will be mutually decided by the jurisdictional agencies. Federal jurisdictions will assign a NWCG qualified Incident Commander. When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Agency Administrator or their designee for all actions as outlined in a Cost Share Agreement.

In the event of a multi-jurisdictional fire and/or pre-attack planning each affected party will provide; maps, pertinent documents, GIS data, instructions, fire investigation reports e.g., in a timely manner and to the extent that their policies and law permits. The data recipient will not share or release data to a third party without prior approval from the data provider. The data recipient will not sell the data for profit.



## **Response to Wildland Fire**

Fires originating on non-Federal land will be suppressed. Fires will be suppressed using commonly accepted suppression tactics including but not limited to direct attack, indirect attack, point protection and combinations of all with consideration to the values at risk and the health and safety of the public and firefighters.

Cooperating agencies may, at times, take initial attack action on lands under another agency's jurisdiction. The primary criterion for such initial attack will be which agency is in the best position at the time the fire is reported to take the most rapid and effective action.

Personnel and equipment of an assisting agency shall report to the Incident Commander and shall not leave the incident until released by the IC. The IC will release resources when their services are no longer required or when the assisting agency's resources are needed within the area for which it normally provides fire protection.

Structural fire suppression is the responsibility of local governments. DFPC and Federal agencies may assist with exterior structural fire protection only.

Resources from each agency, during the mutual aid period, when a fire is determined to threaten their lands, shall be at no cost to the jurisdictional agency.

## **Special Management Considerations**

Incident Commanders using fire retardant or heavy equipment to suppress a wildfire will follow the policies and procedures regarding the use of such tactics established by the agency having jurisdiction over that wildfire.

The DC OEM must be notified as soon as practical of all fires occurring on lands belonging to Denver Mountain Parks (DMP) or to the Denver Water Board (DW) Colorado State Land Board (SLB) and State Parks and Wildlife Lands (CPW). For DMP fires, DC OEM will notify the Denver OEM Duty Officer at 720-865-5500 who will make the appropriate contacts. For DW fires, DC OEM will notify DW Dispatch at 303-628-6801.

State Land Board-owned properties exist in the vicinity of Cheesman Reservoir and Roxborough State Park and in the southeast part of the County. CPW-owned lands include Roxborough, Chatfield, and Castlewood Canyon State Parks.

## **Decision Process**

As a fire situation evolves and changes, the objectives, strategies and tactics may also change. The process of monitoring, evaluating and determining appropriate objectives will be facilitated through the use of a decision support system (DSS). Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape. All agencies involved in initial attack should assist in the completion of the DSS. In extended attack fires, all jurisdictions shall be invited and involved in the DSS. When a fire is burning on or threatens to burn on multiple jurisdictions, one DSS should be prepared that considers all jurisdictions and their interests. If multi-jurisdictional fires occur that involve federal jurisdiction, then one DSS should be completed for the fire that includes input from all affected jurisdictions.

DFPC requires a DSS to be completed for all State Responsibility fires (fires funded by Emergency Fire Fund, State Emergency Declaration, or other State funds) and Federal Emergency Management Agency (FEMA) Fire Management Assistance Grant (FMAG) declaration fires. DFPC is responsible for the completion and review of the DSS for these fires. While there are different DSS available, Wildland Fire Decision Support System (WFDSS) is the preferred DSS for federal and non-federal jurisdiction fires that have become a State Responsibility fire.

Federal agencies are required to utilize WFDSS for all fires that escape initial attack on federal jurisdiction, to determine the appropriate response. Depending on the location and situation, these objectives will include consideration for firefighter and public safety, protecting values and natural resources or appropriately managing suppression costs relative to the values at risk. WFDSS is the DSS to document these decisions. If there is a federal jurisdiction and non-federal jurisdiction fire, WFDSS shall incorporate federal, state, county and private land interests.

### **Cooperation**

It is to the mutual advantage of all agencies to coordinate efforts for the prevention, detection, and suppression of wildfires in and adjacent to their areas of jurisdiction and responsibility to limit duplication as well as improve the effectiveness of wildland fire response. All agencies agree to cooperate, whenever possible, in all areas of wildland fire management.

### **Communication**

When incidents involve multiple jurisdictions, public information will be coordinated with all agencies involved. Local, County and Federal jurisdiction fires will be handled by the jurisdictional Public Information Officer (PIO). If agencies involved determine a Joint Information Center (JIC) is needed, then all agencies involved will coordinate staffing and information disseminated.

### **Cost efficiency**

Cost effectiveness is the most economical use of the suppression resources necessary to accomplish objectives. Accomplishing fire operations objectives safely and efficiently will not be sacrificed for the sole purpose of "cost savings". Care will be taken to ensure that suppression expenditures are commensurate with values to be protected, while understanding that other factors may influence spending decisions, including the social, political, economic, and biophysical environments.

### **Delegation of Authority**

For extended attack fires, a written Delegation of Authority will be issued to the Incident Commander from all affected agencies. All agencies are encouraged to form and participate in a Unified Command in the Delegation of Authority to the respective Incident Commander.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. The delegation provides another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

### **Preservation of Evidence**

The agency having jurisdiction is responsible for the fire origin and cause investigation. The initial attack incident commander should protect and preserve the fire origin area and any evidence associated with the fire cause and origin. The fire origin area should be immediately identified by first responders and protected to preserve any evidence that may help the investigation. Fire cause investigations are required for DFPC and federal agencies, and any FEMA-declaration fire. When a fire involves both federal and non-federal lands, a joint fire investigation is the recommended method.



## **STATE EMERGENCY FIRE FUND (EFF)**

The Emergency Fire Fund (EFF) may be used to assist counties with whom the DFPC has signed an "MOU for Participation in the Colorado EFF", and who have paid their latest annual assessment. The fund will be used only for approved wildfire suppression and control activities. The DFPC Director, or designee, is the only person authorized to approve and implement the fund. EFF is intended to be utilized when a fire exceeds the capacity of County resources to manage (management includes both oversight and equipment).

In the event a fire becomes State Responsibility, the County agrees to supply the appropriate type and amount of County resources for the duration of the fire as available and approved.

## **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **Cost Share Agreement (Cost Share Methodologies)**

All multi-jurisdictional fires shall have a cost share agreement. Negotiations should consider each agency's values at risk and resources assigned. Cost share agreements will be documented, including the basis or rationale used (State OP, Cost Share Agreement Template/Example).

### **Training**

Signatories agree to communicate training opportunities, and where possible include one another in their trainings.

### **Communication Systems**

All agencies may use the other's radio frequencies as needed to conduct emergency operations. However, no agency will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations. Fire protection districts and fire departments on incidents, under the auspices of the County, are granted permission to use federal radio frequencies, if needed, to assure safety of the operation. All agencies must coordinate interagency frequencies during initial response wildfire incidents. For extended attack incidents all agencies must request interagency frequency utilization via Pueblo Interagency Dispatch.

### **Fire Weather Systems**

Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Red Flag Warnings are determined by the National Weather Service-Denver Boulder Office. These forecasters determine Red Flag Warnings from weather data and fuel status data. Fuel Status data is found on the BLM Fuel Status Webpage. The National Weather Service periodically issues "RED FLAG" warning bulletins and fire weather watches.

## **Aviation Operations**

Aviation assets greatly enhance wildfire suppression capabilities and support ground resources. Through effective communication and sound risk management these assets can be utilized across jurisdictional boundaries.

### **1. STATE RESOURCES**

DFPC hosts fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have DFPC assets moved to cover a specific area (such as Douglas County) should be made by through the DFPC Battalion Chief. Requests for all state aviation resources will be made through PIDC, the State Emergency Operations Line or as directed in the Wildland Fire Resource Funding Guidelines.

### **2. FEDERAL RESOURCES**

Requests for Federal and Interagency aviation resources such as Air Tankers or Helicopters will be made through PIDC.

### **3. LOCAL RESOURCES**

Douglas County utilizes contract aviation companies to suppress wildland fires within Douglas County. Douglas County utilizes Interagency FIRE carded Pilots and Aircraft equipped with AFF and VHF/UHF radios to provide effective communication with PIDC, other aviation assets and interagency ground resources.

## **Billing Procedures**

National Wildfire Coordinating Group publication, Interagency Incident Business Management Handbook, NWCG Handbook 2: PMS 902 (NWCG IIBMH) will guide cooperative, exchange, contract/fee basis fire protection services. Federal agencies and DFPC follow NWCG IIBMH, Chapter 50 specifically for cooperative and reimbursable fire protection services.

In addition to NWCG IIBMH, local fire agencies follow the *Colorado Department of Public Safety, Division of Fire Prevention & Control and Division of Homeland Security & Emergency Management (DHSEM) Cooperator Incident Reimbursement Guidelines* for the reimbursement process.

The Colorado Resource Rate Form (CRRF) is the basis for the reimbursement process. CRRFs within Douglas County are part of this OP.

## **Cost Recovery**

In the event that cost recovery is pursued on an unplanned ignition (regardless of ownership), all costs from the time of initial report of the fire (including mutual aid) may be pursued. Federal policy requires federal agencies to pursue cost recovery for all human caused fires on federal jurisdiction.

Wildland Fire resources utilized in Douglas County should follow the process and procedures outlined in the *Colorado Division of Fire Prevention and Control Wildland Fire Resource Funding Guidelines* for reimbursement.

## **GENERAL PROVISIONS**

This OP is the framework for cooperation between the USFS, State of Colorado and Douglas County. It does not supersede any other lawful policy, rule, or procedure. This OP may be utilized as part of the County's master Emergency Operations Plan. The County is encouraged to create OP's, MOU's and Agreements with their local response agencies.

### **Personnel Policy**

All agencies shall be subject to the personnel rules, laws and regulations of their respective agencies, unless employed temporarily by another agency to this OP and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel rules, laws and regulations.

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to local fire agencies. These supplemental personnel are identified as "Supplemental Resources" defined as: "Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff."

When this situation arises, Supplemental Resources are utilized as identified in the Colorado Department of Public Safety, Division of Fire Prevention & Control and Division of Homeland Security & Emergency Management (DHSEM) Cooperator Incident Reimbursement Guidelines and documented with the CRRF. While on assignment, Supplemental Resources are considered local fire agency employees and the local fire agency will be reimbursed for their actual costs.

### **Modification**

Revisions or updates are automatically incorporated into the current *Colorado Statewide Wildland Fire Management Operating Plan* and *Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement*, and as amended.

### **Annual Review**

This OP is reviewed annually, and revised as needed.

### **Duration of Operating Plan**

This Operating Plan is executed as of the date of last signature and remains in effect for five years unless modified or superseded.

If the current Colorado Statewide Fire Management and Stafford Act Response Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

### **Previous Agreements Superseded**

2021 Douglas County AOP



## MODIFICATION OF GRANT OR AGREEMENT

PAGE OF  
PAGES  
1 5

1. U.S. FOREST SERVICE GRANT/AGREEMENT  
NUMBER:

21-FO-11021200-043

2. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:

3. MODIFICATION NUMBER:  
001

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):

Pike-San Isabel National Forests &  
Cimarron and Comanche National Grasslands (PSICC)  
2840 Kachina Dr.  
Pueblo, CO 81008

5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):

Pike-San Isabel National Forests &  
Cimarron and Comanche National Grasslands (PSICC)  
2840 Kachina Dr.  
Pueblo, CO 81008

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip  
+ 4, county):

Douglas County Government  
100 3RD ST  
Castle Rock, Colorado 80104-2425

7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):

### 8. PURPOSE OF MODIFICATION

CHECK ALL  
THAT APPLY:

This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.

☐

CHANGE IN PERFORMANCE PERIOD:

☐

CHANGE IN FUNDING:

☒

ADMINISTRATIVE CHANGES: Updates to County Contacts.

☐

OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

The purpose of this modification no. 001 is to update the Sheriff and Commissioner contacts on the County Operating Plan (OP) which is reflected on the County signature page. This OP remains in place for the Forest Service until it expires on 3/5/2026.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

☐

Revised Scope of Work

☐

Revised Financial Plan

☐

Other:

### 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. PARTNER SIGNATURE

11.B. DATE  
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

**RYAN NEHL**  
Digitally signed by RYAN NEHL  
Date: 2025.05.19 09:58:08  
-06'00'

11.D. DATE  
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): See following pages.

11.F. NAME (type or print): RYAN NEHL

11.G. TITLE (type or print): See following pages.

11.H. TITLE (type or print): Forest & Grassland Supervisor,  
PSICC

12. G&A REVIEW

<div>12.A. The authority and format of this modification have been reviewed and approved for signature by:</div> <div><div>SARA WOLF</div><div><div>Digitally signed by SARA WOLF</div><div>Date: 2025.05.09 08:31:15 -06'00'</div></div></div> <div><div>SARA WOLF</div><div>U.S. Forest Service Grants &amp; Agreements Specialist</div></div>	<div>12.B. DATE SIGNED</div>
--	------------------------------



#### Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

## DOUGLAS COUNTY SIGNATURES

### DOUGLAS COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

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

Sheriff

### BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

### APPROVED AS TO CONTENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair

County Manager

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

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

### ATTEST:

### APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk and Recorder

County Attorney

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

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

### COLORADO DIVISION OF FIRE PREVENTION AND CONTROL SIGNATURE

*Paul Amundson*

Signature

03/07/2025

Date

Paul Amundson

Printed Name

BC-13

Title

---

www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON  
RESPONSIBLE:** Mike Pesicka, AICP, Principal Planner

**DESCRIPTION:** 6793 Scott Avenue - Site Improvement Plan Fee Waiver Request for the Estimated Amount of \$374,075.00 - Project File: SP2023-068.

**SUMMARY:** The request is for a waiver of all Planning Review Fees, Public Works Engineering Review Fees, Right-of-Way Use Permit Fees, and Building Services Permit Fees associated with a site improvement plan application for a new multi-family work force housing project located at 6793 Scott Avenue.

**STAFF  
ASSESSMENT:** Fee waivers are granted at the Board's discretion.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	6/10/2025
Steven E Koster	Approve	6/10/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Samantha Hutchison - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Staff Report - SP2023-068 Fee Waiver Request



## Fee Waiver Request

**Date:** June 14, 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:** Mike Pesicka, Principal Planner  
Jeanette Bare, AICP, Planning Manager  
Steven E. Koster, AICP, Assistant Director of Planning Services  
**Subject:** **6793 Scott Avenue – Site Improvement Plan Fee Waiver Request**  
**Project File:** **SP2023-068**

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**Board of County Commissioners Business Meeting:** **June 24, 2025 @ 1:30 p.m.**

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### **I. APPLICATION INFORMATION**

#### **A. Applicant**

Scott Avenue Land Holdings, LLC  
210 University Blvd., Suite 460  
Denver, CO 80206

#### **B. Request**

Ulysses Development Group requests a waiver of all Planning Review Fees, Public Works Engineering Review Fees, Right-of-Way Use Permit Fees, and Building Services Permit Fees. These fees are associated with a site improvement plan (SIP) application for a new multi-family work force housing project located at 6793 Scott Avenue. The project includes 204 units which are available to households with incomes less than 60% of the Area Median Income. The total estimated amount of the fee request is \$374,075 consisting of the following:

- Planning Review Fees: \$2,075
- Engineering Review Fees: \$5,500
- Right-of-Way Permit Fees: \$16,500
- Building Services Permit Fees: \$350,000

The Board of County Commissioners (BCC) approved a rezoning from Agricultural One to Planned Development for this property on January 10, 2023. The Board also approved submittal of a “More Housing Now” grant application for the project to the Department of Local Affairs on November 4, 2024. Through the grant application review process, the State Housing Board considers other ways in which the County has supported the project. Fee waivers are one means of providing additional support.

## II. STAFF ASSESSMENT

Fee waivers are granted at the Board's discretion.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Applicant's Request Letter .....	3
Vicinity Map .....	4



Ulysses Development Group (“UDG”) is requesting fee waivers in connection with the development of the Ponderosa Pines workforce community, located at 6793 Scott Ave, Parker, CO. These waivers will greatly aid in the financial feasibility of this community.

We are requesting a waiver / reimbursement for the already paid Site Improvement Plan and Engineering Review Fees, totaling \$7,575.

As it relates to permitting fees, we are requesting the following:

- A waiver for the Right-of-Way Permit as it relates to Pinery Center Boulevard and on-site improvements (including storm sewer, sanitary, and water). This permit is estimated to total \$16,500.
- A waiver for the Building Permit and associated Plan Review Fee. The current estimate of this fee for the entire Ponderosa Pines community totals \$350,000.

Item	Already Paid?	Request
Site Improvement Plan Review Fee	Yes	2,075
Engineering Review Fee	Yes	5,500
Right-of-Way Permit	No	16,500
Building Permit / Plan Review Fee	No	350,000
<b>Total Waiver Request</b>		<b>\$374,075</b>

Douglas County has confirmed that the total park cash-in-lieu fee is \$747,514. Because the Ponderosa Pines park is open to the public, the Douglas County Park Department confirmed that they will apply the full engineer’s cost estimate—\$2,507,801.50—to offset the fee in its entirety.

We want to thank you for your consideration, and we look forward to the partnership to bring this much-needed workforce community to life.



# Vicinity Map



## Real Property

Parcel

## Public Land Survey System

Township

Section

## General Features

School

Private Road

Railroad

2021 Pictometry, Douglas County GIS Services, Eagle View, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, DC GIS Services Team

## DISCLAIMER:

All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error free. Douglas County provides these Products on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the sole risk of the user. General questions about this or any other Douglas County GIS products, including errors, omissions, corrections and/or updates should be directed to the Douglas County GIS Division at (303) 660-7416.

Douglas County GIS Division  
Philip S. Miller Bldg., 100 Third St.  
Castle Rock, Colorado 80109  
6793 Scott Avenue-Site Improvement Plan Fee Waiver Request  
Project File #SP2023-068



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Miles  
913

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer A. D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Grant Agreement for Older Adult Transportation Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$189,000.00.

**SUMMARY:** This request is for approval of the grant agreement between Douglas County and Castle Rock Senior Activity Center (CRSAC) to provide transportation services for residents aged 60 and older in the amount of \$189,000. This agreement will fund approximately 5,109 one-way trips. The period of performance is through June 30, 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the grant agreement between Douglas County and CRSAC for older adult transportation services in the amount of \$189,000 as it complies with all federal, state, and County approval standards and policies.

**REVIEW:**

Jennifer Eby	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025
Jennifer Eby - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

CRSAC OAI Trips Staff Report REVISED



## Grant Agreement Staff Report

**Date:** June 10, 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 older adult transportation services between Douglas County and Castle Rock Senior Activity Center in the amount of \$189,000.**

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**Board of County Commissioners' Business Meeting**

**June 24, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the grant agreement between Douglas County and Castle Rock Senior Activity Center (CRSAC) to provide transportation services for residents aged 60 and older in the amount of \$189,000. This agreement will fund approximately 5,109 one-way trips. The period of performance is through June 30, 2026.

### **II. REQUEST**

Staff recommends approval of the grant agreement between Douglas County and CRSAC for older adult transportation services in the amount of \$189,000.

### **III. BACKGROUND**

In 2025, the Board of County Commissioners (BCC) budgeted \$1.5 million dollars in accrued interest earned on local 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 proposing to increase the number of trips it provides to older adults in Douglas County. The proposal was reviewed and recommended for funding by the Older Adult Initiative Executive Committee. On May 19, 2025, the BCC approved the funding recommendations.

### **IV. DISCUSSION**

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. This project will expand existing transportation services for older adults by adding an additional 5,109 trips.

All Douglas County adults, aged 60 and older, are eligible to receive door to door transportation services from this program. These services provide access to vital resources, recreation, medical care, and groceries, and contribute to a resident's overall quality of life.

**V. RECOMMENDED ACTION**

Staff recommends approval of the grant agreement between Douglas County and CRSAC for older adult transportation services in the amount of \$189,000 as it complies with all federal, state, and County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Grant Agreement CRSAC OAI Trips .....	3

**Grant Agreement  
CRSAC OAI Trips**

<b>Project Title</b> CRSAC OAI Trips	<b>Agreement Number</b> OAICRSACtrips		
<b>Grantee</b> Castle Rock Senior Activity Center (CRSAC)	<b>Agreement Performance Beginning Date</b> June 1, 2025		
<b>Grantee Unique Entity ID:</b> N3TLGNKFSLR1	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$189,000.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to expand assisted transportation services for older adults in Douglas County. This agreement provides 5,109 one-way trips for Douglas County residents aged 60 and older.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work and Budget.</li> <li>2. Exhibit B, Release of Information</li> <li>3. Exhibit C, Generic Confidentiality Agreement</li> <li>4. Exhibit D, Data Security Procedures</li> </ol> In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement.</li> <li>2. Exhibit A, Statement of Work and Budget.</li> <li>3. Executed Option Letters (if any).</li> </ol>			
<b>Principal Representatives:</b>  <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <b>For Douglas County:</b>  Jennifer D'Ambrosio  100 Third Street  Castle Rock, CO 80104  CRSgrants@douglas.co.us </td><td style="vertical-align: top; width: 50%;"> <b>For Grantee:</b>  Debbi Haynie  2323 Woodlands Blvd.  Castle Rock, CO 80104  dhaynie@CRgov.com </td></tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Debbi Haynie 2323 Woodlands Blvd. Castle Rock, CO 80104 dhaynie@CRgov.com
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> 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 “Board”)  
**Address:** 100 Third Street  
Castle Rock, CO 80104  
**Telephone:** (303) 660-7401  
**Email:** [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

**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](mailto: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 designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents aged 60 and older.
- B. The Grantee submitted a grant application to the County that contemplates the execution of the project entitled above and as described in **Exhibit A** (the “Scope of Work”). The Grantee agrees to complete the Project in accordance with the approved budget.
- C. The Grantee shall adhere to the reporting requirements outlined in **Exhibit A**.
- D. The County approved the Grantee’s Grant on **May 19, 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, C, and D.** 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 the Grantee a sum not to exceed of **One Hundred Eight Nine Thousand Dollars and Zero Cents (\$189,000.00)** (the “Grant Award”). The Grant Award shall be used by the Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
- 3. Project Scope.** The 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 the Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in **Exhibit A**, under "Payment Terms". Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **One Hundred Eighty Nine Thousand Dollars and Zero Cents (\$189,000.00)**. 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. Reporting Requirements.** The Grantee agrees to report completely in accordance with the requirements outlined in **Exhibit A** and to provide the County with any additional or follow up information as may be requested by the County.

**7. Compliance with Regulatory Requirements and Federal and State Mandates.** The 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, the Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

**8. 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](mailto: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.

In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit C** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit D** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

**9. 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.

**10. 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.

**11. 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.

**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 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.

**13. Audits and Accounting.** The Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. The 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 the Grantee, to audit the books and records of the Grantee, to audit the books and records of the 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.

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

**15. 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.

**16. 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.

**17. 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) 660-7460  
Email: [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us)

with a copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104

(303) 660-7414  
Email: 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 facsimile, 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.

**18. Assignment.** Grantee may not assign its rights under this Agreement.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
(month) (year) (name of Subgrantee signatory)

My commission expires: \_\_\_\_\_

Witness my hand and official seal

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

**EXHIBIT A  
OLDER ADULT INITIATIVE  
SCOPE OF WORK**

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**CRSAC, Douglas County, Older Adult Initiative Agreement**

**Grant Year** For the period June 1, 2025 through June 30, 2026  
**Title of Project** CRSAC OAI Trips  
**Project Description** Provide 5,109 assisted transportation one-way trips for Douglas County residents aged 60 and older

**A. Program Description**

The grantee shall perform all the necessary work provided under this Contract for the benefit of eligible residents of Douglas County.

**B. Project Description**

This project accomplishes the goal of benefitting older adults aged 60 and older in Douglas County.

**Total Project Budget**

<b>Project</b>	<b>Total Amount</b>
Assisted transportation one-way trips	\$189,000.00
Total	\$189,000.00

**C. Service Descriptions and Payment Terms**

**Service:** Provide 5,109 assisted transportation one-way trips for older adults in Douglas County

**Service Description:** Provide 5,109 assisted transportation trips to connect older adults to community resources, recreation, medical care and groceries

**Service Definition:** Provide 5,109 assisted transportation trips for older adults in Douglas County. 1 one-way trip = 1 unit

**Service Budget: Trips**

Trips	5,109 units	\$37 per unit	\$189,000.00
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**Payment Terms:** Expenses for trips will be reimbursed by the County for 100 percent of all eligible costs, up to contract amount. Invoiced expenditures with all required documentation must be submitted to the County no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Grantee must use the approved forms and submit all required documentation as specified.



Grantee shall submit any additional data or other information requested by the County to support the Grantee's reimbursement request and shall submit any additional data or information that may be requested by the County.

Upon the County's review and approval of the Grantee's reimbursement request, the County will distribute to the Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. The County may withhold payment if the Grantee is not current in its reporting requirements. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Grantee noncompliance with this Agreement.

1. Project costs must not exceed the maximum allowable cost as referenced in Project Budget.
2. Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Grantee and match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost as referenced in Project Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

#### **D. Reporting**

1. Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
2. The County and Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit B** to this Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Grantee to share the client's information with the County and any other grantees specified in the ROI form.
3. Grantee is required to submit quarterly reports due 30 days after each quarter. 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.

#### **E. Special Conditions**

1. Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the Contract.
2. Grantee shall ensure that prior to delivery of services, records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records, shall be conducted for all employees, volunteers, and agents of Grantee providing chore, homemaker, transportation services. Grantee shall ensure that appropriate follow-up of the background check is completed according to the most updated version of the State Unit on Aging (SUA) Policy and Procedure Manual section 401.15, ([https://drive.google.com/file/d/1TRWDTD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said

section. Grantee shall comply with the requirements outlined in most updated version of the SUA Policy and Procedure Manual Subsection 401.16 ([https://drive.google.com/file/d/1TRWDTD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

3. Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.
4. Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers.
5. Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements.
6. Grantee may be subject to an on-site evaluation by Douglas County and shall upon such notice, cooperate fully with requirement for the on-site evaluation, as instructed by Douglas County.
7. The Grantee agrees to retain all records pertinent to this Agreement for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved.

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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Grant Agreement for Older Adult Home Delivered Meals Between Douglas County and Nourish Meals on Wheels in the Amount of \$100,000.00.

**SUMMARY:** This request is for approval of the grant agreement between Douglas County and Nourish Meals on Wheels (Nourish) for meal delivery services for eligible older adults in Douglas County in the amount of \$100,000. This agreement will fund operational costs to add approximately 100 new clients, with an estimated total of 10,000 delivered meals. The period of performance is through June 30, 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the grant agreement between Douglas County and Nourish to provide meal delivery in Douglas County in the amount of \$100,000 as it complies with all federal, state, and County approval standards and policies.

**REVIEW:**

Jennifer Eby	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/16/2025
Doug DeBord	Approve	6/20/2025
Jennifer Eby - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

Nourish Staff Report REVISED

## Grant Agreement Staff Report

**Date:** June 10, 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 older adult home delivered meals between Douglas County and Nourish Meals on Wheels in the amount of \$100,000.**

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**Board of County Commissioners' Business Meeting**

**June 24, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the grant agreement between Douglas County and Nourish Meals on Wheels (Nourish) for meal delivery services for eligible older adults in Douglas County in the amount of \$100,000. This agreement will fund operational costs to add approximately 100 new clients, with an estimated total of 10,000 delivered meals. The period of performance is through December 31, 2025.

### **II. REQUEST**

Staff recommends approval of the grant agreement between Douglas County and Nourish to provide meal delivery in Douglas County in the amount of \$100,000.

### **III. BACKGROUND**

In 2025, the Board of County Commissioners (BCC) budgeted \$1.5 million dollars in accrued interest earned on local 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. Nourish submitted a grant application proposing to expand its service area in Douglas County by an additional 100 clients. The proposal was reviewed and recommended for funding by the Older Adult Initiative (OAI) Executive Committee. On May 19, 2025, the BCC approved the funding recommendations.

### **IV. DISCUSSION**

Meal service plays a critical role in reducing food insecurity and malnutrition, which in turn helps to mitigate the risk of chronic illness and helps improve overall health outcomes. Furthermore, the interactions with volunteers foster a personal connection within the community, creating a strong sense of belonging.

Nourish provides a vital service that impacts both the individual served and the community. The funding will establish new routes where demand has already been identified. Up to three hot, nutritious, meals are provided weekly to homebound older adults who are unable to prepare

meals due to age, illness, or limited mobility. The total project cost of \$100,000 includes one-time fixed costs of \$32,500 required to support expansion of services to 100 new clients and \$67,500 to prepare and deliver 10,000 meals. Meals are provided Monday through Friday by volunteer drivers, allowing for a high level of service at a low-cost.

**V. RECOMMENDED ACTION**

Staff recommends approval of the grant agreement between Douglas County and Nourish to provide meal delivery in Douglas County in the amount of \$100,000 as it complies with all federal, state, and County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
OAI Project Grant Agreement Nourish Meals for Douglas County Residents .....	3

**Older Adult Initiative Project Grant Agreement  
Nourish Meals for Douglas County Residents**

<b>Project Title</b> Nourish Meals for Douglas County Residents	<b>Agreement Number</b> OAINourish		
<b>Grantee</b> Nourish Meals on Wheels	<b>Agreement Performance Beginning Date</b> January 1, 2025		
<b>Grantee Unique Entity ID:</b> PNJULN276SL8	<b>Agreement Performance Expiration Date</b> December 31, 2025		
<b>Grant Maximum Amount:</b> \$100,000.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to increase the number of Douglas County eligible residents receiving Nourish home delivered meals by 100 new clients and deliver approximately 10,000 meals.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work and Budget.</li> <li>2. Exhibit B, Release of Information</li> <li>3. Exhibit C, Generic Confidentiality Agreement</li> <li>4. Exhibit D, Data Security Procedures</li> </ol> In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement.</li> <li>2. Exhibit A, Statement of Work and Budget.</li> <li>3. Executed Option Letters (if any).</li> </ol>			
<b>Principal Representatives:</b>  <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <b>For Douglas County:</b>  Jennifer D'Ambrosio  100 Third Street  Castle Rock, CO 80104  CRSgrants@douglas.co.us </td><td style="vertical-align: top; width: 50%;"> <b>For Grantee:</b>  Nancy Falk  92 E. Arapahoe Road  Littleton, CO  nancy@nourishmealsonwheels.org </td></tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Nancy Falk 92 E. Arapahoe Road Littleton, CO nancy@nourishmealsonwheels.org
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Nancy Falk 92 E. Arapahoe Road Littleton, CO nancy@nourishmealsonwheels.org		

## PARTIES TO AGREEMENT:

**DOUGLAS COUNTY:** The Board of County Commissioners of the County of Douglas, State of Colorado (the “Board”)  
**Address:** 100 Third Street  
Castle Rock, CO 80104  
**Telephone:** (303) 660-7401  
**Email:** [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

**GRANTEE:** Nourish Meals on Wheels  
**Address:** 92 E. Arapahoe Rd.  
Littleton, CO  
**Contact Name:** Nancy Falk  
**Telephone:** 303-798-7642  
**Email:** [nancy@nourishmealsonwheels.org](mailto:nancy@nourishmealsonwheels.org)

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 designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents aged 60 and older.
- B. The Grantee submitted a grant application to the County that contemplates the execution of the project entitled above and as described in **Exhibit A** (the “Scope of Work”). The Grantee agrees to complete the Project in accordance with the approved budget.
- C. The Grantee shall adhere to the reporting requirements outlined in **Exhibit A**.
- D. The County approved the Grantee’s Grant on **May 19, 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, C, and D.** 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 the Grantee a sum not to exceed of **one hundred thousand dollars and zero cents (\$100,000.00)** (the “Grant Award”). The Grant Award shall be used by the Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.

3. **Project Scope.** The 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 the Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in **Exhibit A**, under "Payment Terms". Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**. 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. **Reporting Requirements.** The Grantee agrees to report completely in accordance with the requirements outlined in **Exhibit A** and to provide the County with any additional or follow up information as may be requested by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** The 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, the Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **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](mailto: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.

In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit C** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit D** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

**9. 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.

**10. 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.

**11. 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.

**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 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.

**13. Audits and Accounting.** The Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. The 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 the Grantee, to audit the books and records of the Grantee, to audit the books and records of the 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.

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

**15. 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.

**16. 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.

**17. 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) 660-7460  
Email: [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us)

with a copy to:

Douglas County Attorney's Office

100 Third Street  
Castle Rock, CO 80104  
(303) 660-7414  
Email: attorney@douglas.co.us

and by the County to:

Nancy Falk  
Executive Director  
92 E. Arapahoe Road  
Littleton, CO 80122  
(303) 798-7642  
Email: Nancy@Nourishmealsonwheels.org

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

**18. Assignment.** Grantee may not assign its rights under this Agreement.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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:      APPROVED AS TO CONTENT:**  
**OF THE COUNTY OF DOUGLAS, COLORADO**

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

Nourish Meals on Wheels

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
(month) (year) (name of Subgrantee signatory)

My commission expires:\_\_\_\_\_

Witness my hand and official seal

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

**EXHIBIT A  
OLDER ADULT INITIATIVE  
SCOPE OF WORK**

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**Nourish Meals on Wheels, Douglas County, Older Adult Initiative Agreement**

**Grant Year** For the period January 1, 2025 through December 31, 2025

**Title of Project** Nourish Meals for Douglas County Residents

**Project Description** Nourish Meals on Wheels preparation and delivery in Douglas County

**A. Program Description**

The grantee shall perform all the necessary work provided under this Contract for eligible residents of Douglas County.

**B. Project Description**

This project accomplishes the goal of benefitting older adults aged 60 and older in Douglas County.

**Total Project Budget**

<b>Project</b>	<b>Total Amount</b>
Approximately 10,000 delivered meals	\$67,500
Expansion of Services – fixed costs	\$32,500
Total	\$100,000

**C. Service Descriptions and Payment Terms**

**Service:** Preparation and delivery of approximately 10,000 meals

**Service Description:** Provide approximately 10,000 meals.

**Service Definition:** Preparation of approximately 10,000 meals to be delivered to eligible Douglas County residents aged 60 and over. Meals are expected to be hot, scratch-made and delivered up to three times per week. 1 unit = 1 meal.

**Service Budget:** Meal preparation

Meals	10,000 units	\$6.75 per unit	\$67,500
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**Payment Terms:** Expenses for meal preparation and delivery will be reimbursed by the County for 100 percent of all eligible costs. Invoiced expenditures with all required documentation must be submitted to the County no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Grantee must use the approved forms and submit all required documentation as specified.

Grantee shall submit any additional data or other information requested by the County to support the Grantee's reimbursement request and shall submit any additional data or information that may be requested by the County.

Upon the County's review and approval of the Grantee's reimbursement request, the County will distribute to the Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. The County may withhold payment if the Grantee is not current in its reporting requirements. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Grantee noncompliance with this Agreement.

**Service:** Planning, recruitment, and operation to add routing for approximately 100 new clients.

**Service Description:** Provide Nourish Meals on Wheels delivery to approximately 100 new eligible Douglas County residents.

**Service Definition:** Marketing, staffing, recruiting, training and administration costs to add routing for approximately 100 new clients to receive meal delivery up to three times a week.

**Service Budget:** Service expansion and route integration for approximately 100 new clients

Expansion of services – fixed costs	100 clients	\$32,500
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**Payment Terms:** Expenses for marketing, staffing, recruiting and administration costs will be paid in one installment upon receipt of the fully executed Grant Agreement.

1. Project costs must not exceed the maximum allowable cost as referenced in Project Budget.
2. Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Grantee and match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost as referenced in Project Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

#### **D. Reporting**

1. Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
2. The County and Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit B** to this Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Grantee to share the client's information with the County and any other grantees specified in the ROI form.
3. 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
Annual	January 1 – December 31, 2025	January 31, 2026

## E. Special Conditions

1. Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the Contract.
2. Grantee shall ensure that prior to delivery of services, records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records, shall be conducted for all employees, volunteers, and agents of Grantee providing chore, homemaker, transportation services. Grantee shall ensure that appropriate follow-up of the background check is completed according to the most updated version of the State Unit on Aging (SUA) Policy and Procedure Manual section 401.15, ([https://drive.google.com/file/d/1TRWDTD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said section. Grantee shall comply with the requirements outlined in most updated version of the SUA Policy and Procedure Manual Subsection 401.16 ([https://drive.google.com/file/d/1TRWDTD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.
3. Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.
4. Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers.
5. Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements.
6. Grantee may be subject to an on-site evaluation by Douglas County and shall upon such notice, cooperate fully with requirement for the on-site evaluation, as instructed by Douglas County.
7. The Grantee agrees to retain all records pertinent to this Agreement for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved.



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www.douglas.co.us

**MEETING DATE:** June 24, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer A. D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Grant Agreement for Older Adult Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$131,000.00.

**SUMMARY:** This request is for approval of the grant agreement between Douglas County and Aging Resources of Douglas County (ARDC) to provide transportation services for residents aged 60 and older in the amount of \$131,000. This agreement will fund approximately 3,541 one-way trips. The period of performance is through June 30, 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the grant agreement between Douglas County and ARDC for older adult transportation services in the amount of \$131,000 as it complies with all federal, state, and County approval standards and policies.

**REVIEW:**

Jennifer Eby	Approve	6/11/2025
Jeff Garcia	Approve	6/16/2025
Andrew Copland	Approve	6/17/2025
Doug DeBord	Approve	6/20/2025
Jennifer Eby - FYI	Notified - FYI	6/20/2025

**ATTACHMENTS:**

ARDC OAI Trips Staff Report REVISED

## Grant Agreement Staff Report

**Date:** June 10, 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 older adult transportation services between Douglas County and Aging Resources of Douglas County in the amount of \$131,000.**

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**Board of County Commissioners' Business Meeting**

**June 24, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the grant agreement between Douglas County and Aging Resources of Douglas County (ARDC) to provide transportation services for residents aged 60 and older in the amount of \$131,000. This agreement will fund approximately 3,541 one-way trips. The period of performance is through June 30, 2026.

### **II. REQUEST**

Staff recommends approval of the grant agreement between Douglas County and ARDC for older adult transportation services in the amount of \$131,000.

### **III. BACKGROUND**

In 2025, the Board of County Commissioners (BCC) budgeted \$1.5 million dollars in accrued interest earned on local 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. ARDC submitted a grant application proposing to increase the number of trips it provides to older adults in Douglas County. The proposal was reviewed and recommended for funding by the Older Adult Initiative Executive Committee. On May 19, 2025, the BCC approved the funding recommendations.

### **IV. DISCUSSION**

ARDC 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. This project will expand existing transportation services for older adults by adding an additional 3,541 trips.

All Douglas County adults, aged 60 and older, are eligible to receive door to door transportation services from this program. These services provide access to vital resources, recreation, medical care, and groceries, and contribute to a resident's overall quality of life.

**V. RECOMMENDED ACTION**

Staff recommends approval of the grant agreement between Douglas County and ARDC for older adult transportation services in the amount of \$131,000 as it complies with all federal, state, and County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Grant Agreement ARDC OAI Trips .....	3

**Grant Agreement  
ARDC OAI Trips**

<b>Project Title</b> ARDC OAI Trips	<b>Agreement Number</b> OAIARDCtrips		
<b>Grantee</b> Aging Resources of Douglas County (ARDC)	<b>Agreement Performance Beginning Date</b> June 1, 2025		
<b>Grantee Unique Entity ID:</b> W86NEMNZS9K9	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$131,000.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to expand assisted transportation services for older adults in Douglas County. This agreement provides 3,541 one-way trips for Douglas County residents aged 60 and older.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work and Budget.</li> <li>2. Exhibit B, Release of Information</li> <li>3. Exhibit C, Generic Confidentiality Agreement</li> <li>4. Exhibit D, Data Security Procedures</li> </ol> In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement.</li> <li>2. Exhibit A, Statement of Work and Budget.</li> <li>3. Executed Option Letters (if any).</li> </ol>			
<b>Principal Representatives:</b>  <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>  Jennifer D'Ambrosio  100 Third Street  Castle Rock, CO 80104  CRSgrants@douglas.co.us </td><td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>  Karie Erickson  104 Fourth Street  Castle Rock, CO 80109  kerickson@douglas.co.us </td></tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us		

## PARTIES TO AGREEMENT:

**DOUGLAS COUNTY:** The Board of County Commissioners of the County of Douglas,  
State of Colorado (the “Board”)  
**Address:** 100 Third Street  
Castle Rock, CO 80104  
**Telephone:** (303) 660-7401  
**Email:** attorney@douglas.co.us

**GRANTEE:** Aging Resources of Douglas County (ARDC)  
**Address:** 104 Fourth Street  
Castle Rock, CO 80109  
**Contact Name:** Karie Erickson  
**Telephone:** 303-814-4300  
**Email:** kerickson@douglas.co.us

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 designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents aged 60 and older.
- B. The Grantee submitted a grant application to the County that contemplates the execution of the project entitled above and as described in **Exhibit A** (the “Scope of Work”). The Grantee agrees to complete the Project in accordance with the approved budget.
- C. The Grantee shall adhere to the reporting requirements outlined in **Exhibit A**.
- D. The County approved the Grantee’s Grant on **May 19, 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, C, and D.** 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 the Grantee a sum not to exceed of **One Hundred Thirty-One Thousand Dollars and Zero Cents (\$131,000.00)** (the “Grant Award”). The Grant Award shall be used by the Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
- 3. Project Scope.** The 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 the Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in **Exhibit A**, under "Payment Terms". Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **One Hundred Thirty-One Thousand Dollars and Zero Cents (\$131,000.00)**. 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. Reporting Requirements.** The Grantee agrees to report completely in accordance with the requirements outlined in **Exhibit A** and to provide the County with any additional or follow up information as may be requested by the County.

**7. Compliance with Regulatory Requirements and Federal and State Mandates.** The 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, the Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

**8. 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](mailto: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.

In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit C** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit D** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

**9. 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.

**10. 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.

**11. 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.

**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 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.

**13. Audits and Accounting.** The Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. The 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 the Grantee, to audit the books and records of the Grantee, to audit the books and records of the 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.

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

**15. 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.

**16. 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.

**17. 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) 660-7460  
Email: [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us)

with a copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104



(303) 660-7414  
Email: attorney@douglas.co.us

and by the County to:

Karie Erickson  
104 Fourth Street  
Castle Rock, CO 80104  
303-814-4300  
kerickson@douglas.co.us

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

**18. Assignment.** Grantee may not assign its rights under this Agreement.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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: Aging Resources of Douglas County**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
(month) (year) (name of Subgrantee signatory)

My commission expires: \_\_\_\_\_

Witness my hand and official seal

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

**EXHIBIT A  
OLDER ADULT INITIATIVE  
SCOPE OF WORK**

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**ARDC, Douglas County, Older Adult Initiative Agreement**

**Grant Year** For the period June 1, 2025 through June 30, 2026  
**Title of Project** ARDC OAI Trips  
**Project Description** Provide 3,541 assisted transportation one-way trips for Douglas County residents aged 60 and older

**A. Program Description**

The grantee shall perform all the necessary work provided under this Contract for the benefit of eligible residents of Douglas County.

**B. Project Description**

This project accomplishes the goal of benefitting older adults aged 60 and older in Douglas County.

**Total Project Budget**

<b>Project</b>	<b>Total Amount</b>
Provide 3,541 assisted transportation one-way trips	\$131,000.00
Total	\$131,000.00

**C. Service Descriptions and Payment Terms**

**Service:** Provide 3,541 assisted transportation one-way trips for older adults in Douglas County

**Service Description:** Provide 3,541 assisted transportation trips to connect older adults to community resources, recreation, medical care and groceries

**Service Definition:** Provide 3,541 assisted transportation trips for older adults in Douglas County. 1 one-way trip = 1 unit

**Service Budget:** Trips

Trips	3,541 units	\$37 per unit	\$131,000.00
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**Payment Terms:** Expenses for trips will be reimbursed by the County for 100 percent of all eligible costs, up to the maximum grant amount. Invoiced expenditures with all required documentation must be submitted to the County no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Grantee must use the approved forms and submit all required documentation as specified.

Grantee shall submit any additional data or other information requested by the County to support the Grantee's reimbursement request and shall submit any additional data or information that may be requested by the County.

Upon the County's review and approval of the Grantee's reimbursement request, the County will distribute to the Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. The County may withhold payment if the Grantee is not current in its reporting requirements. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Grantee noncompliance with this Agreement.

1. Project costs must not exceed the maximum allowable cost as referenced in Project Budget.
2. Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Grantee and match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost as referenced in Project Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

#### **D. Reporting**

1. Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
2. The County and Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit B** to this Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Grantee to share the client's information with the County and any other grantees specified in the ROI form.
3. Grantee is required to submit quarterly reports due 30 days after each quarter. 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.

#### **E. Special Conditions**

1. Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the Contract.
2. Grantee shall ensure that prior to delivery of services, records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records, shall be conducted for all employees, volunteers, and agents of Grantee providing chore, homemaker, transportation services. Grantee shall ensure that appropriate follow-up of the background check is completed according to the most updated version of the State Unit on Aging (SUA) Policy and Procedure Manual section 401.15, ([https://drive.google.com/file/d/1TRWDTDD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTDD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said

section. Grantee shall comply with the requirements outlined in most updated version of the SUA Policy and Procedure Manual Subsection 401.16 ([https://drive.google.com/file/d/1TRWDTD6\\_QSGqoZGtOe1OPCim1-gAG2dm/view](https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view)) in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

3. Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.
4. Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers.
5. Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements.
6. Grantee may be subject to an on-site evaluation by Douglas County and shall upon such notice, cooperate fully with requirement for the on-site evaluation, as instructed by Douglas County.
7. The Grantee agrees to retain all records pertinent to this Agreement for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved.

**MEETING DATE:** June 24, 2025

**DESCRIPTION:** County Manager Report.

**ATTACHMENTS:**

County Manager Report 6.24.25

**TO:** The Board of County Commissioners  
**FROM:** Douglas J. DeBord, County Manager  
**DATE:** June 24, 2025  
**RE:** County Manager Report

- **All Douglas County Health Department offices are moving to a single location** - If you are looking for



Douglas County Health Department services – such as WIC, vital records or environmental health, - please be aware that beginning Monday, July 7, all services and employees will be located at 11045 E. Lansing Circle, Suite 300, in Englewood (Meridian), Colorado. There will be no disruption to services of any kind, including Vital Records (birth and death certificates) or WIC. [Visit our webpage for a link to Health Department services.](#)

- **Board of Douglas County Commissioners adopts resolution supporting Home Rule Charter Commission** -

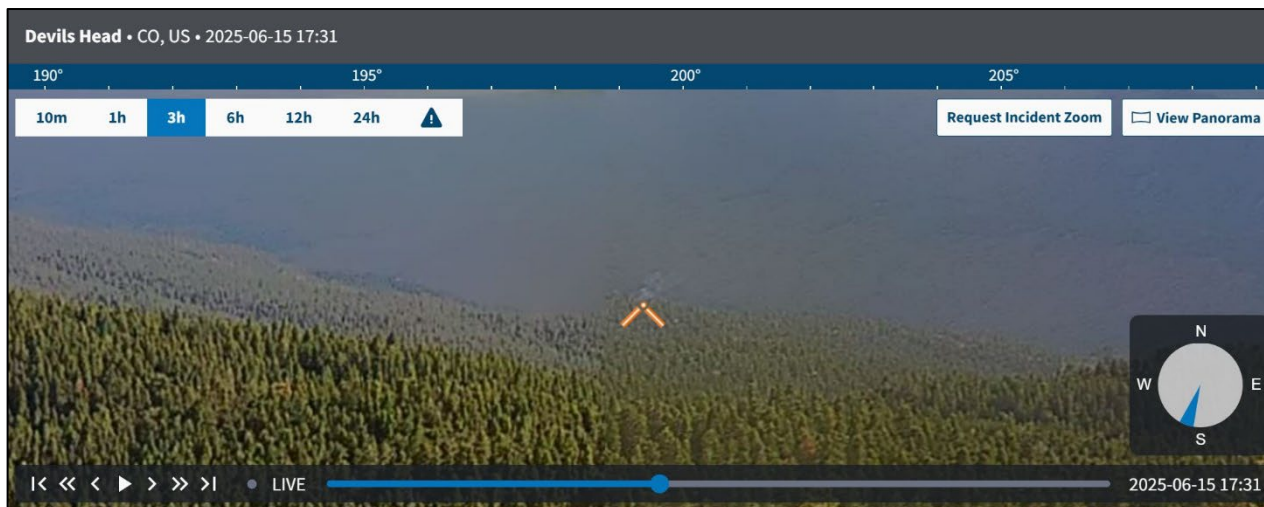


This week, the Douglas County Board of Commissioners voted to formally support the formation of a Home Rule Charter Commission.

At a Business Meeting on Tuesday, June 10, the Board unanimously voted to adopt a resolution voicing their support of Home Rule in Douglas County and calling on residents to vote 'Yes' to the creation of a Home Rule Charter Commission during a Special Election on June 24. [Visit our webpage to learn more about today's vote.](#)

## Office of Emergency Management

- **Turtle Mountain Fire:** Douglas County Helitack Crew and H-5TA helicopter responded to a small wildfire on June 17 in the Pike National Forest area of unincorporated Douglas County, about 1.5 miles from the community of North Rainbow Falls. This lightning-caused fire was in very remote terrain, in fairly close proximity to the previous Bridge Gulch fire. Residents of that community were very supportive of our efforts and use of their pond again. Early warning and aggressive response kept this fire small.





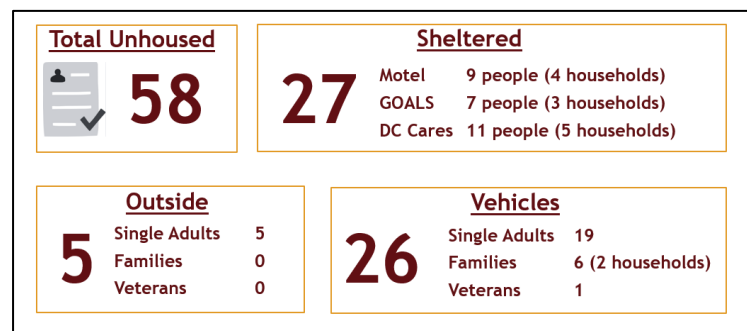
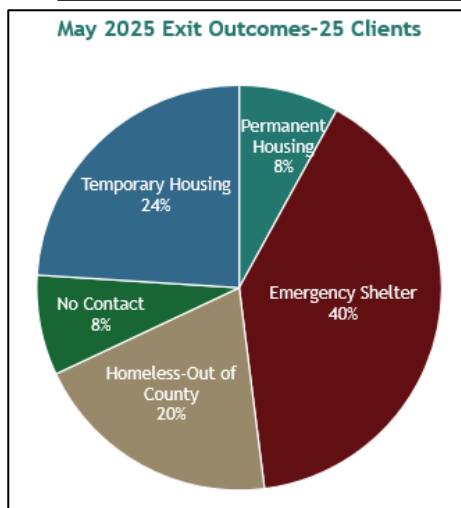
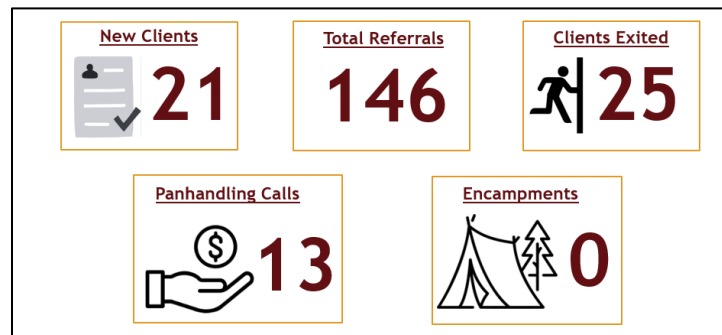
- 1731: Pano AI issued a Smoke Detection Alert, which looked like wildfire smoke. Launch of H-5TA to investigate was authorized.
- 1757: Pano camera picks up H-5TA helicopter arriving on scene.
- 1807: Helitack confirms .25 acre forest fire, actively burning, no vehicle access and difficult foot access. Crew advises Douglas and Pueblo (FS) dispatch centers that the crew is engaging the fire.
- 1820: No landing zone available near the fire, crew is dropped off at N. Rainbow Falls Pond to maintain dip site safety and security (pond designated as state fire suppression pond).
- 1923: 7 water drops completed, significantly reducing fire behavior. Helitack crew notifies dispatch that H-5TA has completed operations and all resources are heading back to base. H-5TA communicates with FS ground resources and provides instructions on best access to the fire by foot.
- 1932: H-5TA and crew back at base. Fire is turned over to USFS.



## Community Services

### Activity Report June 6 – June 18, 2025

- HEART May 2025 Report:



- **HEART Success Story** – Heart Navigators recently assisted an elderly gentleman who had been living in and out of hotels for the past four years. Struggling with memory decline and without access to medical coverage, food assistance, or active Social Security benefits, he faced significant challenges. Thanks to the coordinated efforts of local and regional partners, he was able to secure government benefits and transition into permanent housing at an assisted living facility in Colorado. Today, he lives in a safe, supportive environment where he receives the care he needs and is building meaningful relationships with his peers.

- **Douglas County Youth Initiative (DCYI):** The Aspen Effect Teen Advisory Board (TAB) Presentation - At the recent DCYI Advisory Board meeting, the Aspen Effect TAB presented the results of a student survey focused on School Resource Officers (SROs) in the Douglas County School District (DCSD). The survey, with responses from over 1,000 Douglas County students, was also presented to the Command Staff of the Douglas County Sheriff's Office on May 1, 2025. TAB members shared key findings and student perspectives on the role and impact of SROs in schools. Their presentation is available at <https://shorturl.at/fv4G7>. The Advisory Board expressed strong appreciation for the TAB's work and will be reviewing their recommendations to strengthen partnerships between schools and SROs.



appreciation for the TAB's work and will be reviewing their recommendations to strengthen partnerships between schools and SROs.

- **Castle Rock Senior Expo** – Community Services staff had a table at the Castle Rock Senior Expo held at the Douglas County Events Center on June 4 from 1 to 5 p.m. The Expo was busier than in previous years and staff spoke with 117 attendees about transportation, chore, homemaker and personal care services, as well as providing information about the upcoming Older Adult Town Hall meeting.



- **Older Adult Resource Fair and Town Hall** – Community Services staff held a Resource Fair in conjunction with the Older Adult Town Hall on June 11. The Resource Fair was held prior to the Town Hall and allowed older adults to access information and ask partner organizations questions regarding services before attending the Older Adult Town Hall.



- **Link Outreach** – Joe Martin and Min Ji from Via Transportation, and Community Programs Coordinator Ryan Arthur manned the Link On-Demand table at the Older Adult Resource Fair. They informed those attending the resource fair about the recent Highlands Ranch extension for Link On Demand and demonstrated capabilities of the app to riders who may find themselves in Highlands Ranch and Lone Tree. Joe participated in the panel during the Town Hall to provide insight and answer any questions over the new Highlands Ranch extension.



In addition, staff visited Wind Crest Senior Living to introduce residents to the Link On Demand. Over 60 members of the No-Car Club attended the presentation, where they also received assistance downloading and using the app. Some residents have already used the Link in Highlands Ranch and spoke highly of the ease of use and friendliness of the drivers.

## Human Services

- **Hard times happen. New resource guide can help you connect you to life's essentials to get back on track**



[services you need.](#)

- Are you looking for resources for yourself or a loved one? We could all use a little extra support from time to time. Whether it's employment services, mental health resources, food assistance, healthcare, housing, or another need, Douglas County has built a webpage to convene local support organizations in your neighborhood. [Visit our webpage to learn how to connect with the](#)

## Child Support

- Lyndsey Coonce, Child Support Lead Worker, was recently **awarded at the Colorado Family Support Council Conference**, recognition for having the largest, lump-sum child support payment of any medium sized county in 2024. The amount of the collection was \$58, 939.00.

## Public Works

### Activity Report June 9 – June 20

#### Active Projects ([Cone Zone Webpage](#))

- [East Parker Road Median Project and Resurfacing](#) - This Project started the week of May 27, 2025 and concrete work is now complete. In the first phase of this project, Douglas County installed traffic safety medians on the south side of East Parker Road at Miller Road. Asphalt work has begun.



- [Palmer Divide Avenue Paving Project](#) – Phase 3 construction started May 5, 2025. Asphalt paving is complete. This week the contractor will be landscaping and demobilizing equipment. A full road closure is in place for the duration of the project, which is anticipated to be completed on July 1, 2025. 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. This project will also include drainage improvements by replacing five existing culvert crossings with new reinforced concrete pipe and flared end sections.



- [Kendrick Castillo Way / Plum Valley Lane Intersection Signal Project](#) – This project consists of installing a new traffic signal and making upgrades to meet current ADA requirements at the intersection of Kendrick Castillo Way and Plum Valley Lane. Traffic signal and roadway construction started on May 5, 2025, and traffic control will be in place until early September 2025. Traffic will be reduced to one lane in both north and southbound directions of Kendrick Castillo Way. Traffic control (which includes signage) will start at C-470 and go north to end at County Line Road.



- [US 85 Widening from Highlands Ranch Parkway to C-470](#) - The US 85 Widening Project is in its final phases of construction and is expected to be completed later this year.



- **Hilltop Road (Legend High School to Crest View Drive) Improvements Project** – For segment 1 of this project, the construction began on April 16, 2025, and the contractor began implementing public notifications on message boards. This is the first of three projects planned over the next few years to reconstruct and widen the Hilltop Road and Singing Hills Road corridors. The project has a 16-month completion date and is anticipated to be finished by September 2026. Phase 2 of Construction is anticipated to begin in 2027; and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin in 2029 (pending funding); and will take 12 to 18 months to construct.



- **C-470 Trail and University Blvd Pedestrian Grade Separation Project** - Douglas County and CDOT are partnering on advancing the construction of a new bridge to improve pedestrian and cyclist safety by eliminating the need for users of the C-470 Trail to cross University Blvd at-grade. This currently requires four separate roadway crossings, across a total of eight lanes of traffic. The proposed grade separated C-470 Trail crossing will also improve traffic operations, since the numerous bicyclists and pedestrians currently crossing at-grade, adversely impact signal progression along University Blvd and traffic entering or existing the C-470 ramps, especially on the weekends when trail use is highest. HEI Civil started construction on January 27, 2025. The completion date of the project is anticipated to be on or before December 31, 2025.



- **2025 Pavement Management Projects**

- The **2025 Sidewalk Repair Project's** contract total YTD is \$15,844,619.30 and expenditures to date are \$2,017,953.05; work is 13% complete. An additional \$600,000 was added to the total amount under contract in a change order at the June 10 BOCC Business Meeting.
- The **2025 Asphalt Overlay Project** has been awarded with a contract amount of \$11,011,969.30 with an additional \$2M added on May 27. Construction began on June 2. The contractor is working on E. Parker Rd between Miller Rd and Delbert Rd.
- Ideal Fencing will continue guardrail installation and repair this summer. Repairs will be performed on Coronado Dr, Rainbow Creek Rd and Lincoln Ave at Stonegate Pkwy. A new guardrail will be installed on Russellville Rd near Red Deer Rd.



- **Quebec and Lincoln Turn Lane (Post Office Corner)** - Muller Engineering is preparing a preliminary design and benefit analysis of the proposed turn lane. The traffic study was received on April 16. The two concept designs were received on June 11 and are under review.



- **Quebec and Park Meadows Drive Intersection Improvements** – A kick-off meeting with Basis Partners took place on May 29 and data collection and design are in process.
- **I-25 Douglas County Monument Signs** – A design charette took place on May 21. The design consultant has completed site visits and is evaluating possible locations and creating several design concepts. Next steps will include reviewing the initial designs provided by the consultant with the BCC.
- **Grigs Road Paving Project - Douglas County** - The Grigs Road Phase 1 Project (Daniels Park Road to the Trailhead) is anticipated to start in July and end in the fall. Phase 1 will involve the extension of the existing asphalt pavement from Daniels Park Road to the East/West Regional Trailhead and Pavilion parking lot. The

contract was approved by the BOCC on June 10, 2025 and the road closure requests is scheduled for consideration at the June 24, 2025 Business meeting.

This section of Grigs Road has a gravel road surface and roadside ditches on both sides for drainage purposes. The project will span one mile in length and will require significant earthwork, 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. Olsson, Inc. has been selected for design, is scheduling field work for the pavement design and the project team is organizing a kick-off meeting. 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 Pkwy safety improvement project planned for 2027.

- **2023 Spring Canyon LID** – The contract to begin preliminary design was approved on May 27. Once preliminary design is complete (towards the end of 2025) plans will be prepared for bidding. Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan. A kick-off meeting with the design consultant is scheduled for June 24, 2025.



- **[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. Construction is anticipated to start in early summer 2025.



- **2023 Bannock LID** - The contract with TST for preliminary design will go before the Board on June 10th. Notice to proceed for design is June 12th. Once the preliminary design is complete (towards the end of 2025), financing will be executed, and plans will be prepared for bidding. (Design work performed in advance of finalizing funding will be reimbursed to the County by the lender as part of the construction loan.) Construction is expected to be completed in 2027.



#### Development Review

- **Joseph Blake Water Treatment Plant** - Garney Construction is installing concrete drives and sidewalks (DV #2023-295). (see right)
- **Country Club Drive – Castle Pines** - JHL is installing storm sewer and headwalls (DV #2024-225). (see right)
- **Shea Helix Warehouse** - Murry and Stafford are installing storm pipe and manholes (DV #2024-378).



- **The Canyons Subdivision** - Northern Concrete is removing and replacing concrete (DV #2023-323). (see right)
- **Bluffs Regional Park Trail Repairs** - Designsapces Colorado recently completed trail repairs (DV 2024-150, 1124-1138-G). (see right)



### Operations and Pavement Management

- **Maintenance Projects:**

Project	Timeline	Maintenance Details
<b>Maintenance Improvements on Spruce Mountain Road</b>	June 1 – August 4	Patching asphalt on Spruce Mountain Road from Larkspur – S. County Line.
<b>Patching Sundrop Court</b>	June 16 – 19	Patching asphalt back from completed ice mitigation project.
<b>Furrow Road - Improving Site Distance</b>	May 27 – Mid-July	Removing trees obstructing site distance, drainage improvements, and prepping road for paving.

- **Street Sweeping Program:** In May, 844 lane miles were swept and 226 square yards of debris was removed from County roadways.
- **Gravel Road Blading:** In May, 390 lane miles were graded for a total YTD of 1,338 lane miles.
- **Paved Surface Maintenance:** In May, 27,702 pounds of pothole patching material was applied to County roads for a YTD total of 174,094 pounds of cold mix. During the same month, 13,670 pounds of crack sealing material was used for a YTD total of 141,280 pounds of cold mix.
- **Culvert Inspections** - During this reporting period, culvert inspections were completed on 25 county roads. Condition reports from 310 total inspections (YTD):
  - 25 Excellent
  - 129 Good
  - 77 Fair
  - 65 Poor
  - 14 Severe



### Traffic

- **Variable Message Signs (VMS):** The Traffic Division has 5 Variable Message Signs (VMS) that are used to disseminate important traffic and safety-related messages throughout the Highlands Ranch and Stonegate Village areas. The Traffic Division cooperates with the Douglas County Sheriff's Office in displaying messages intended to inform drivers of current traffic conditions as well as to disseminate vehicle, pedestrian, and bicyclist-related safety messages.

#### Variable Message Sign Locations - Highlands Ranch and Stonegate Village areas:

- Northbound Quebec (North of Glenstone Cir)
- Eastbound University Blvd (West of Crossland Way)
- Westbound University Blvd (at Teal Ridge Ct)
- Northbound Highlands Ranch Pkwy (West of Fairview Pkwy)
- Lincoln Avenue (at Keystone Blvd)

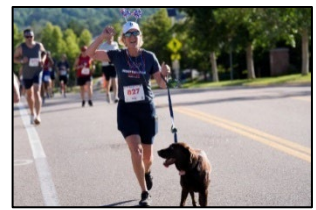


### Messages For June and July 4<sup>th</sup>, 2025:

- June 1-7: National Trailer Safety Week | Focus on Tires, Brakes, and Suspension
- June 8-11: Seat Belt Safety First | Click It and Don't Risk It
- June 12-14: Slow Down Move Over | For Law Enforcement, Fire, EMS
- June 15-21: Roadway Safety Week | Move Over Watch for Crews
- June 22-25: Drive Safe Save Lives | Watch for Pedestrians
- June 26-27: Look Twice Safe A Life | Watch Motorcycles and Bicyclists
- June 28 to July 3: Special Event July 4 | Expect Delay Alt Route Advised
- July 4: July 4 Fireworks 9 PM | Expect Delays No Street Parking



- The Traffic Division is charged with administering and processing Special Event Permits in unincorporated Douglas County for events that take place on or near county roadways that due to the activity type or number of participants attending the event may have an impact on our transportation system and increase traffic congestion. [Additional details for Special Event Permits](#)



In review:

- 06/21/25 – New Event – ETF2025-021: HRCA Clear the Clutter
- 07/04/25 –
  - Repeat Event - ETF2025-019: HRCA Independence Day 5K
  - Repeat Event - ETF2025-006: HRCA July 4th Parade
  - Repeat Event – ETF2025-018: Deerfield Annual 4th of July Tractor and Classic Vehicle Parade
  - Repeat Event – ETF2025-023: Perry Park Metro District 4th of July Parade

### Open Space and Natural Resources

- **30th Anniversary for Open Space Kicks-Off at the JA Ranch** - It has been thirty years since citizens of Douglas County first voted in a sales and use tax, which established the Department of Open Space and Natural Resources in 1995. Over 65,000 acres of land has been protected through the Sales and Use Tax, along with the help of many partners.

JA Ranch is a wonderful place for wildlife and cattle, and the Conservation Easement has also provided



occasional opportunities for guided fieldtrips on this privately owned land. Father's Day 2025 was one of those opportunities for the public to join staff and volunteers for a hiking tour of the ranch. About 65 people enjoyed a fabulous hike through the rolling meadows, shady forests, and rocky outcroppings that define the ranch. It was a great event to kick-off the 30th anniversary of Open Space!

- **Agents of Discovery** - On June 11th the Open Space Rangers, in coordination with Public Affairs, went out to Dawson Butte Open Space with Commissioner Van Winkle and his two children to record a video for the Commissioner's monthly newsletter. The Open Space Ranger showed the Commissioner and his kids how to use the Agents of Discovery app. While out and about they learned about different trees, flowers, lichen, and moss. Everyone had a great time hiking around and learning about the different aspects of Dawson Butte Open Space.



## Health Dept

- **Husbands, dads, brothers and friends – your health matters, too** - Would you be surprised to learn that the overall early mortality rate is 41% higher for men than women? Men are also significantly less likely to have a primary healthcare provider.



And, more than one-third of men have never spoken to anyone about their mental health, even though 31% suffer from depression in their lifetime and 9% have daily feelings of depression or anxiety. Men's health is not just a men's issue; it's a family and community issue. [Visit our webpage to connect with resources for men and their loved ones as part of Men's Mental Health Month.](#)

## Executive Director Update

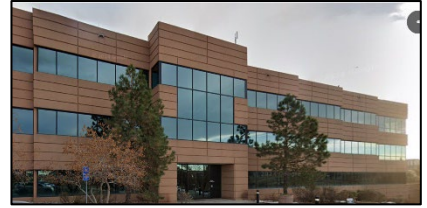
- Executive Director Activities
  - Health Department staff continues to work with Human Services staff on the Healthy Families Partnership, a program to give new parents information to get children's lives off to a good start, the first focus being on safe sleep for infants.
  - Our department continues to work with the two Advent Health hospitals in our county to perform our respective Community Health Assessment processes at the same time to increase effectiveness and reduce the frequency of asking our residents and partner organizations for data. This process has already led to increased interest by the CEOs of both hospitals in finding more ways that our organizations can work together.
- Infectious Disease Update
  - Respiratory diseases such as Flu, RSV and COVID-19 are decreasing as expected for the season, numbers for Flu and RSV were a bit higher this past winter than in the previous winter but have come down quickly. Numbers for COVID-19 remain a bit elusive due to changes in data recording at the state level, nationally the numbers appear to be significantly lower than last year.
  - There were a higher number of cases of Pertussis than expected this past winter (double the number of cases seen in the 6-month period of September to February last year), mostly among elementary and high school age children, the risk here being transmission to younger siblings. This number has also been falling off, with only 3 cases reported in April.
  - We continue watching the Measles outbreak in Texas and New Mexico closely to try to head off any cases that make it to our area. There have been several suspect cases in our county but so far, none have turned out to be positive. Recent cases and exposures in Arapahoe County mean that this disease is on our doorstep, but our epi staff are working hard to make sure we keep the situation under control.
  - We are still collaborating with the other Metro health departments to coordinate messaging around Measles and to publicize the availability of vaccine clinics.





- Future Plans

- The new office space for the health department is nearing completion and the plan is for all Castle Rock staff to move to the new location on July 7th and the Lone Tree staff to move on July 8th. This will generate efficiencies by locating staff, equipment and materials in one place. Our new address will be 11045 E Lansing Circle, Suite 300, Englewood, CO 80112.
- Our department is being considered to take the lead in applying with several other organizations in Colorado for a multi-year grant to improve population health using Artificial Intelligence and Machine Learning (AI/ML).



- Health Administration Update

- Our Vital Records staff continue to produce an impressive amount of work. During the period of December through February, our Vital Records Office sold 3,775 Birth Certificates and 2,847 Death Certificates for total revenue of \$111,171. Our arrangements with various funeral homes to deliver death certificates to them continue to enhance our revenues.

### ***Epidemiology Update***

- Outbreaks since the last BOH meeting report:
  - We investigated 15 outbreaks in school, preschool, or childcare settings; 3 outbreaks in long-term care facilities, and 3 outbreaks in other priority settings.
- Data:
  - We continue to update the Communicable Disease Dashboard available at <https://www.douglas.co.us/health-department/disease-surveillance/communicable-diseases/communicable-disease-data-dashboard/>.
  - We are in the process of finalizing a public-facing dashboard for vital records data, including birth and death data.
  - We have developed an internal weekly report on communicable diseases investigated to identify trends and compare illness incidence to 2024.
- Disease Updates:
  - While Douglas County has not had any confirmed measles cases, we have participated in contact follow-up for exposed residents and continue to prepare for a measles response. The Epi team met with DCSD nursing services staff to discuss measles response planning for the school setting.
- Outreach:
  - All epidemiologists participated in a Highlands Ranch Water site visit with the CDPHE Wastewater Surveillance epidemiology team.

### ***Emergency Preparedness and Response Update***

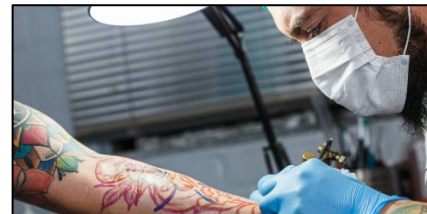
- Staff are putting together a multi-year training and exercise plan to enhance the capabilities of the department as a whole for emergency responses.

### ***Environmental Health Update***

- Our Water Team has reviewed the proposed **Onsite Wastewater Treatment System** regulations (Reg. 43) which set the minimum standards for how OWTS systems are regulated statewide. These updated regulations went into effect June 15, 2025. DCHD anticipates the need for adopting a local regulation and will have up to one year from the effective date to adopt local regulations. A proposed timeline for adoption of local regulations will be completed following the Procedures to Adopt or Revise Regulations by the Local Board of Health in the upcoming months.
- House Bill 24-1362 Concerning **Measures to Promote the Use of Grey Water** has been monitored by the EH Division. Periodic check-ins are held with Building Department regarding the installation and use of grey water in new construction in the county. Douglas County will automatically be opted-in on January 1, 2026

and will need to meet the full requirements of Reg. 86, unless the Board of County Commissioners or Municipalities choose to opt-out, in full or in part. Counties or Municipalities can choose to opt-in later if they so choose.

- Our Consumer Protection Team is gearing up for a busy summer season with **outdoor festivals that sell food** moving into the spotlight. The EH Team works with event coordinators to identify food vendors and their business operations. People that are selling food are required to meet certain parameters to ensure that food is stored safely and that proper hygiene is maintained. 
- Senate Bill 25-285 was a collective effort regarding the **retail food establishment inspection** program across the state. It updated the annual fee schedule that is assessed to retail food establishments and supplements the inspection and new business implementation work that the Consumer Protection team provides.
- House Bill 25-1295 **Food Truck Operations** also passed. This bill established a definition of what a mobile food establishment is and allows for reciprocity of various food truck licenses between jurisdictions across the state. The largest impact for local health departments will be the acceptance of Denver Licenses starting January 1, 2026. 
- Since March, EH has:
  - Conducted 335 inspections
    - 5 Body Art inspections
    - 40 Childcare facility inspections
    - 21 Recreational Water inspections
    - 269 Retail Food Establishment inspections
  - Licensed 35 Special Event Vendors
  - Assisted restaurant owners and builders with 31 plan reviews
  - Responded to 40 complaints
  - Issued 175 permits
    - Issued 28 New Installation OWTS permits
    - Issued 8 Major Repair OWTS permits
    - Issued 32 Minor Repair OWTS permits
    - Issued 105 OWTS Use permits
  - Reviewed 23 Land Use referrals



### Community Health Update

- **Clinical Services:**
  - DCHD has held two immunization events since March, where 88 individuals were provided with standard child and adult vaccines. The Department will be hosting another event on June 10, 2025, at the Lone Tree location, in partnership with the Public Health Institute at Denver Health.
  - DCHD leadership met with Doctors Care, AdventHealth Parker, Common Spirit Health, Colorado Access, and SECORCares to discuss healthcare accessibility in the County.
  - Although DCHD is working to fill the gap on immunization access, specifically, continuity care for uninsured and underinsured individuals continues to be of concern, as many primary care providers have a cap on the number of patients on Medicaid they can accept and many practice do not offer care to individuals without insurance. To help better understand the community need, DCHD has an intern starting in June who will be focused on developing health zones/heat maps based on available data that will help inform this group as it continues to evaluate options to support the community. This group meets again on July 30, 2025.



- **Behavioral Health:** DCHD and the Douglas County Mental Health Division (DCMHD) have come together to launch a new suicide prevention workgroup that includes membership from Douglas County Human Services, Douglas County School District, law enforcement, aging services, local faith-based organizations, and behavioral health programs. The goals of this group are to:
  - Assess current suicide prevention efforts in Douglas County;
  - Identify gaps in services or outreach;
  - Identify actionable interventions; and
  - Develop a plan for our community.

The workgroup is still early in its planning and is currently reviewing existing resources, including successful suicide prevention models across the state, as well as local data to come up with actionable projects that can be implemented to support individuals and families that may be struggling. The workgroup is hoping to add an individual with lived experience – either a person who had a suicide attempt or an individual that is a survivor of someone who took their life by suicide – to the workgroup so that there is a voice for residents on what is developed.



DCHD and DCMHD also continue to partner on a men's mental health initiative, as middle-aged men have been identified as a priority population in the shared work of behavioral health. Currently, the teams are working with the communications team and personal experiences to help inform the work moving forward.

Lastly, DCHD collaborated with DCMHD and AllHealth Network on a short article about Mental Health First Aid for Douglas County News Press, which you will find at the end of this report.

- **WIC:** DCHD has submitted a partnership request application for the DCHD and Northeast Colorado Health Department WIC partnership. This application request is for continued funding support for the upcoming FY26 grant period, which is necessary for long-term partnership sustainability.



- **Mini Grant Awards:** DCHD received two mini grants during this reporting period which support prevention recommendations from the Child Fatality Review Team and the Maternal Child Health Program:
  - E-470 Transportation Safety Foundation - \$2,500 for car seats and booster seats.
  - Office of Gun Violence Prevention - \$3,650.00 for secure firearm storage devices.
- **Community Partner Highlights:** The Community Health team participated in the following community presentations and events from March 1 – June 7, 2025:

Date	Event	Location
3/16/25	Vaccine Sunday Immunization Event at St. Francis of Assisi Catholic Church	Castle Rock
3/18- 3/19/25	Maternal Mental Health FORUM	Centennial
3/25/25	Resource Table at SECORCares	Parker
3/28/25	Community Baby Shower at AdventHealth Castle Rock	Castle Rock
4/4/25	Health Screenings for DC School District Transportation Dept	Castle Rock
4/11/25	Narcan Administration Training for SECORCares staff & volunteers	Parker
4/15/25	Neighbors Helping Neighbors – WIC and Tobacco Prevention	Kiowa
4/16/25	Firearm Injury Prevention LEAD Workshop for LPHAs	Aurora

4/25/25	CASA Rally for Kids	Lone Tree
4/25/25	National Drug Takeback with Douglas County Sheriff's Office	Highlands Ranch
4/28/25	Vaccine Presentation to Sunflower Grange #162	Sedalia
4/30/25	Immunization Clinic at Sedalia Elementary	Sedalia
5/28/25	Parker Parks & Recreation Senior Stroll	Parker
6/5/25	Castle Rock Senior Life Expo	Castle Rock
6/7/25	Elizabeth Stampede with Elbert County Public Health	Elizabeth

- **Douglas County Early Childhood Council**

- Successfully completed the second year of Universal Preschool. A total of 4,655 children participated in 161 programs.
- Applications for Universal Preschool for the 2025/26 School year are open and we currently have 3705 applications.
- Actively working with a group of County Departments to implement a property tax rebate for Childcare programs. This work is based on Senate Bill 24-002 which was passed and implemented in July 2024. We hope to present all of the information to the County Commissioners in July and be able to begin the program in September. If the Commissioners accept this project, we will be the first county in the state to implement the new law.

## Facilities, Fleet and Emergency Support Services

### *Douglas County Fairgrounds and James R. Sullivan Events Center*

- **Fairgrounds Events:** 4-H Horse Camp, Parker Barkers, Public Works Training, 4-H Rabbit Day, 4-H Cowboys Club, Open Riding, 4-H Goat Clinic, 4-H Summer Outreach, Luau Dress Rehearsal, 4-H Llama Show, Plum Creek Farmers Market (pictured), No Kings Protest, Graduation Party, 4-H poultry ID Day, Baptism Celebration, Ben E. Keith Food Show, 4-H Market Rabbit ID Day, 4-H Horse Ride Night, Plum Creek Kennel Club, 4-H Cloverbud Camp, Honor Guard, Rebel Ratters, Halau Kalama Luau, Romo Quince, 4-H Rocket Fly Day, Fair Board Ribbon Sorting, Western Dressage Clinic, Elite K9 Training, UPC Camp, CDA Scale Certification, 4-H Running Rovers, GOP Breakfast, Mile High Barrels Race, Jimenez Wedding, Sanchez Graduation Party, Melanie's Birthday party
- **Fair & Rodeo Committee Meetings:** Fair Board 6/26



### **Facilities Projects:**

- **Fairgrounds:**
  - Kirk Hall Exterior Painting – 100% complete (see right)
  - Fence Staining – 100% complete
  - Midway Tree Lighting – 100% complete
  - Midway Flowerboxes planted – 100% complete
- **Justice Center:**
  - Elevator Modernization J, K, L, M – 80% complete
  - DCSO Lobby Control and Records Remodel – 95% complete
- **Wilcox:**
  - Clerk and Recorder Remodel Phase II – 100% complete
- **Lansing Point** - Diversion, Probation, CJS and Health Dept – 90% complete
- **Douglas County Safehouse Remodel** - 15% complete (see right)
- **PMC:** Fire panel replacement – 90% complete





- **West Creek Radio Tower:** Spring Valley Gas replaced two 250-gallon tanks with a single 1,000-gallon tank – 100% complete (see right)



## **Fleet**

- **Recently Completed:**
  - All FY23 assets have been received (bucket truck for Traffic – see below right)
  - In Serviced units 25027 and 25029
  - All Health Dept lease replacements have been in-serviced and leasing company has picked up all leased units.
  - Decommissioned unit 15036
  - 2026 Budget Capital and forecasts
  - IFB for shop supplies is posted on RM Bidnet
- **Working On:**
  - JD23 ADD assets
  - 2025 Budget asset and upfit specs
  - John Deere motor grader lease buyouts
  - 2026 Budget Fleet Replacements
  - Helping Sandstone Ranch dispose of old assets (see right)
- **Fleet Acquisitions:**
  - 2024 Asset Replacements & ADDs (84 assets)
    - Budgeted – 2 PO; 30 at upfitter, 37 received
    - Additional/Unbudgeted – 4 at upfitter, 8 received
    - Risk Mgt Replacement – 3 received
  - 2025 Asset Replacements & ADDs (70 assets)
    - Budgeted – 10 in process, 21 PO, 13 at upfitter, 20 received
    - Additional/Unbudgeted – 3 PO, 3 received
    - Risk Management – 1 at upfitter, 1 received



## **Safety and Security / Emergency support Services**

- Fire drills will take place in the coming months
- Lansing Point security project is 100% complete
- Justice Center Detention Center C and F pods camera installation is complete

## **Information Technology**

### **Completed IT Projects**

- **Next Generation Teams and SharePoint Rollout Continues to Expand** - We're pleased to share that the rollout of the Next Generation Teams and SharePoint Program continues to gain momentum. Recent successful implementations include the Treasurer's Office (including the Public Trustee Division), the Mental Health Division of Human Services, the Coroner's Office, Public Health, and the Budget Department.



Led by the IT team, each implementation established a standardized Microsoft Teams collaboration space, migrated existing content, and provided hands-on training to ensure a smooth transition. With outdated systems now retired, these departments are equipped to collaborate more effectively in a modern digital workspace. Coming up next: We're actively working with Public Works Engineering, Traffic, Public Works Operations, and the County Attorney's Office. Stay tuned for more updates as the program continues to move forward.

<b>NEW Projects</b>	<b>Project Description</b>	<b>Department/Office</b>
<b>Tax Roll Migration off OutSystems</b>	Replace the Tax Roll Application to maintain validation and integration of Assessor and Treasurer data for tax processing. Since the current system is being retired, a new, reliable solution will be implemented to keep tax processing running smoothly.	Assessor, Budget, Treasurer
<b>CURRENT Projects</b>	<b>Project Description</b>	<b>Department/Office</b>
<i>BITS Rewrite</i>	Move the outdated BITS application to a new, in-house Microsoft-based system to align with IT's technology stack.	Clerk & Recorder
<b>Zoning Statutes Codification Project</b>	Implement a modern zoning and subdivision codification solution to streamline the update and maintenance of municipal codes and enhance efficiency.	Community Development
<b>POSSE Upgrade</b>	Update Douglas County's POSSE system to version 7.4.3, including security, reporting, performance, and integration updates with GIS and payment interface systems.	Community Dev, Engineering & Building
<b>CJMS Replacement</b>	Replaced CJMS with a new system that will improve communications, compliance, and public safety.	Community Justice Services
<b>Special Election IT Support</b>	Coordinating all necessary support to ensure a smooth and secure voting process in preparation for the upcoming special election in June. This includes establishing infrastructure, assisting the judges, and establishing reliable network connectivity. The goal is to prevent technical issues that might disrupt the election.	Elections
<b>Microsoft 365 Copilot Use-Strategy</b>	Evaluate the County's technology infrastructure, security, risk, governance, compliance, and data privacy landscape to ensure the safe and ethical adoption of Microsoft M365 Copilot. Implementation will be phased: first addressing identified gaps, then launching a targeted pilot, and ultimately expanding to broader use case rollouts.	Enterprise
<b>.gov Migration Project</b>	Enhance security and citizen confidence by migrating Douglas County websites to a .gov domain (from the CO.US domain), transitioning all county email addresses and login credentials to .gov, and updating all county business collateral and processes to reflect the .gov migration.	Enterprise
<b>ArcGIS Web AppBuilder Migration</b>	Migrate GIS applications from the retiring ArcGIS Web AppBuilder to modern Esri-supported tools like Instant Apps and Experience Builder, ensuring ongoing functionality, security, and supportability.	Enterprise
<b>E. Lansing Point Bldg. – Tech Infra/Conf Room AV/Relo Moves</b>	Full construction buildout of the E. Lansing Building, the extension of necessary County technology, and the relocation of Public Health, Community Justice, DA23 Diversion, and State JD23 Probation and their staff.	Enterprise
<b>WorkSMART Budget/Finance</b>	As part of the JDE replacement program, we aim to streamline business processes and improve data accuracy through efficient data entry and integration across systems. This project will modernize outdated finance, accounting, budget, and procurement processes by implementing a modern Enterprise Resource Planning system.	Enterprise

<b>WorkSMART HR/Payroll</b>	This project focuses on implementing a Human Capital Management platform to monitor and enhance the entire employee lifecycle comprehensively.	Enterprise
<b>Next-Gen Teams and SharePoint</b>	Streamline collaboration by leveraging Microsoft Teams and SharePoint.	Enterprise
<b>2025 Fair and Rodeo IT Support</b>	This includes infrastructure setup, ticketing support, vendor coordination, and network connectivity.	Facilities
<b>EventPro Fair &amp; Parks DB Split</b>	The EventPro Fairgrounds Database Split project will configure the Fairgrounds Department's system to meet specific operational needs, allowing for more flexibility and control.	Fairgrounds and Parks & Trails
<b>Dynamics CE - Public Health Nurse: Operational Initiative</b>	Implementing a case management system for the County Nurse program. The application will be built using a Microsoft Dynamics-based solution, providing tools to manage client records, cases, referrals, appointments, and reporting.	Public Health, Human Services
<b>Recreation Opportunity Public Map</b>	Develop a comprehensive, up-to-date map showcasing recreational opportunities across the county. This initiative is designed to improve public access to information about parks, trails, open spaces, and other amenities.	Parks
<b>Address Verification Program</b>	Improve the accuracy and efficiency of emergency response by developing a comprehensive mapping system for multi-unit addresses. This initiative supports dispatch operations and ensures compliance with Next Gen 911 standards while meeting key stakeholders' operational needs such as the Assessor, Treasurer, and Community Development departments.	Sheriff's Office

## Commissioner Meetings

### Commissioner Work Sessions – June 9, 2025

- **Open Space and Natural Resources Updates** - Staff provided updates on several initiatives involving significant actions and potential costs.
  - Wildcat Regional Park, the board had previously directed staff to transfer the property to Highlands Ranch Community Association, a process requiring a formal meeting or hearing. The initial funding request of \$5.5 million for a trail system has been reduced to approximately \$3.5 million to \$3.6 million through design adjustments, expected to be funded by open space funds possibly split between 2025 and 2026. A condition for transfer is that HRCA must develop the property within three years. The transfer will proceed to a Land Use Meeting for legal transfer.
  - Cherokee Ranch and Castle sought \$75,000 from historic preservation funds for a study and \$500,000 for immediate needs, including foundational issues and facility upkeep. Discussions are ongoing for an MOU including county board seats and a commitment to increasing public access, noting some costs like fencing and road repairs might fit open space funding. Staff will work on the MOU with Cherokee Ranch and Castle and potentially bring James back to present the funding request. Discussions regarding Board representation and public access conditions will continue.
  - 30<sup>th</sup> Anniversary Volunteer Activities Update - The Open Space department is celebrating its 30th anniversary with 30 different volunteer activities throughout the summer. The goal is to promote different open spaces and provide access to areas not previously explored by the public.

- Turkey Tracks Shooting Range – Staff reported that it has received Forest Service approval. The County has secured \$400,000 in grants for phase one and requested an additional \$300,000 (matched by county funds) to open the first phase. Construction is progressing, and a potential county action to take over management was discussed.
  - CDOT Wildlife Overpass - Expected to finish by year-end.
  - Open Space Acquisitions - Include ongoing work on a Franktown site appraisal and a new request near Parker that will be brought back for discussion in Executive Session.
- **Human Services Updates** – Staff updated the Board on several items, including Child Care Assistance Program; possible changes to Medicaid and Supplemental Nutrition Assistance Program; SNAP changes to the non-federal share of administration costs, which could increase from 50% to 75% tiered by error rate (Douglas County has a low 3.1% error rate). SNAP work requirements might exempt families with children under seven. A notable action being explored is implementing property tax credits to incentivize businesses to provide childcare benefits or facilities. A work session will be set up to discuss this further. Also discussed was the Differential Response to Child Protection Referrals that begins June 15 and the Lansing Point move.
  - **Community Development Projects:**
    - **Compark Boulevard Road Name Change** – Discussion included issues with the Saffron Street name change, including coordinating with Parker and business impacts, suggesting an alternative of naming a smaller drive that turns into their building. Staff will consult with the Sheriff's office regarding the naming suggestion and potentially approach the Town of Parker with the suggested solution.
    - **Douglas County Zoning Resolution – Planned Development Amendment Process** - Proposed revisions to the PD amendment process aimed to streamline it by eliminating certain notices/signs for major amendments and removing Planning Commission review. Commissioners requested more time for discussion due to transparency concerns. The PD amendment process review will be brought back for a more in-depth discussion at a future work session.

## Planning Services Activity Report

Completed Projects					
Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/04/25	6001 Ron King Trail, 4th Revision	Install Conex storage containers, shade canopies and improved parking.	SIP Revision	SP2025-013
1	06/05/25	9315 Sand Creek Road	Request to rezone from Agricultural One to Large Rural Residential.	Rezoning	ZR2024-030
3	06/05/25	13059 N US Hwy 85, 3rd Revision	Request to add additional facilities at existing vet clinic.	SIP Revision	SP2024-020
3	06/05/25	Struby Resurvey, Lots 7-11	Request to rezone from General Industrial to Light Industrial.	Rezoning	ZR2024-008
3	06/06/25	River Canyon Filing 2, 4th Amd	Request for 8 single family residential lots.	Minor Dev Residential	SB2024-019
1	06/06/25	Fields Filing 2	Request final plat for 5 single-family lots and 1 tract.	Final Plat	SB2024-027
2	06/06/25	996 Pawnee Trl, 6 <sup>th</sup> Rev, 2 <sup>nd</sup> Mod	Eligible Facilities Request- Replace antennas and equipment on cell site.	SIP Modification	SP2024-107



Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	06/10/25	8754 N State Hwy 83, 5 <sup>th</sup> Mod	Request for an EFR to modify equipment on existing Verizon cell tower.	SIP Modification	SP2025-019
1	06/11/25	Parker Prof Park, 2 <sup>nd</sup> Amd	Request to split commercial lot with two existing buildings into two lots.	Administrative Replat	SB2023-059
1	06/12/25	Inverness Filing 7, 5 <sup>th</sup> Amd, Lot 2D-1, 2nd Rev	Request for a change of occupancy Site Improvement Plan Revision.	SIP Revision	SP2025-026
3	06/12/25	7878 Snake River St, Sterling Ranch	Request for a Location and Extent for a K - 8 grade charter school in Sterling Ranch.	Location and Extent	LE2025-005
	06/13/25	Jefferson County Regulation Amds - Short-Term Rentals	Referral request from Jefferson County for Regulation Amendments to its Short-Term Rental (STR) Regulations.	External Referral	RE2025-106
1	06/13/25	Meridian Int'l Business Center Filing 6, 8 <sup>th</sup> Amd, Lot4A-1, 1 <sup>st</sup> Rev	Add automated vehicle inspection element to existing warehouse and distribution facility.	SIP Revision	SP2025-027
2	06/16/25	Canyonside Preliminary Plan 1, Amendment 1	City of Castle Pines for the Canyonside Preliminary Plan 1, Amendment 1.	External Referral	RE2025-098

## Referrals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	05/23/25	Solstice Filing 5, Tract A	Begin development of park amenities for Fun Shade Park.	Location and Extent	LE2025-006
1	05/29/25	Pinery Meadows Metropolitan District	New Service Plan for Pinery Meadows Metropolitan District.	New Service Plan	SV2025-003
3	05/30/25	6490 N. US Hwy. 85, 1st Amendment	Request for minor operational changes to existing wildlife rescue facility.	Admin USR Amendment	US2025-006
2	06/04/25	Sundown Oaks Metropolitan District	New Service Plan for Sundown Oaks Metropolitan District.	New Service Plan	SV2025-005
1	06/10/25	Cottonwood Metro Dist, 1 <sup>st</sup> Amd	Cottonwood Metropolitan District Service Plan, 1st Amendment.	Material Modification	SV2025-004
2	06/10/25	Canyons South Filing 1A, 4th Amendment	Request to adjust road and tract boundaries.	Replat	SB2025-018
2	06/11/25	Allen Exemption	Exemption to legalize a parcel.	Exemption	EX2025-004
1	06/12/25	Pinecrest Community Church	Request to subdivide the into two lots.	Minor Dev Residential	SB2024-070
3	06/12/25	9375 Cresthill Lane	12,000 SF addition to the Highlands Ranch High School for automotive career space.	Location and Extent	LE2025-007
2	06/16/25	Meribel Village Filing 1, 9th Amd	7 lots from SR and LRR to A-1.	Zoning Map Change	DR2025-003
2	06/16/25	Meribel Village Filing 1, 9th Amd	Request for a replat and road vacation for 7 lots.	Replat	SB2025-008

## Upcoming PC Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	07/07/25	9375 Cresthill Lane	12,000 sf addition to the Highlands Ranch High School for automotive career space.	Location and Extent	LE2025-007
3	07/21/25	Solstice Filing 5, Tract A	Begin development of park amenities for Fun Shade Park.	Location and Extent	LE2025-006

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/21/25	Keene Ranch Planned Development, 3 <sup>rd</sup> Amd	Change fencing standards relating to allowed distance from right-of-way.	Planned Dev - Major Amd	ZR2023-007
3	07/21/25	Highlands Ranch Planned Development, 80 <sup>th</sup> Amd	Planning Area 85 of the Highlands Ranch Planned Development to add residential lots.	Planned Development - Major Amd	ZR2025-001

### Upcoming BCC Land Use Hearings or Meetings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/24/25	Use Fee Modification Request from the Girl Scouts of Colorado	Request for a use fee modification in the amount of \$500 from the Girl Scouts of Colorado for the use of Rueter-Hess Reservoir for a 5-day camp July 14-18.	Use Fee Modification	
1	06/24/25	Fee Waiver Request from Parker Senior Center	Request for a fee waiver in the amount of \$325 from Parker Senior Center for the use of Challenger Regional Park for the Parker Senior Center Picnic on August 21.	Fee Waiver	
2	06/24/25	Fee Waiver Request from the Live Free Association	Request for a fee waiver for \$1,260 from the Live Free Association for the use of Fairgrounds Reg'l Park on July 4.	Fee Waiver	
3	06/24/25	Fee Waiver Request from HRCA & HRCAA	Request for a fee waiver of \$10,890 from the HRCA and HRCAA for the use of HHRP for the annual July 4 <sup>th</sup> Celebration.	Fee Waiver	
1	06/24/25	Fee Waiver Request for the 6793 Scott Avenue Site Improvement Plan	Fee waiver of all Planning, Public Works Engineering, Right-of-Way Use Permit and Building Services Permit Fees for a multi-family work force housing project.	Fee Waiver	SP2023-068
	06/24/25	Accessory Dwelling Unit, DCZR Amd, Sections 3-7 and 36	Proposed amendments to allow for Accessory Dwelling Units (ADUs).	Document and Regulation	DR2024-001
	06/24/25	Natural Medicine Businesses, DCZR, Sections 11-14 and 21	Proposed amendments for Natural Medicine Business Regulations.	Document and Regulation	DR2024-003
2	07/22/25	Pinery Planned Development, 31 <sup>st</sup> Amd	Increase dwelling units in PA 63 for future development of up to 45 residential lots.	Planned Dev - Major Amd	ZR2023-002
2	08/12/25	Keene Ranch Planned Development, 3 <sup>rd</sup> Amd	Change fencing standards relating to allowed distance from right-of-way.	Planned Dev - Major Amd	ZR2023-007
3	08/12/25	Highlands Ranch Planned Dev, 80 <sup>th</sup> Amd	Planning Area 85 to add residential lots.	Planned Dev - Major Amd	ZR2025-001
2	08/26/25	Ramblewood Planned Development	Rezone from A1 and RR to PD for future subdivision and residential development.	Rezoning - Planned Dev	ZR2024-031

### Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	06/06/25	Multiple Properties in Rampart Range Metropolitan District	RRMD to install a new 3.2 mile 12" water main from Hess Rd and Cross Canyon Trail to the city of Lone Tree.	Location and Extent	PS2025-117

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/06/25	Metes & Bounds lying South of Waterton Rd	The applicant proposes an Exemption Plat for a proposed charter school.	Exemption	PS2025-116
3	06/06/25	Province Center Filing 1B, Tract A	SSPRD to record existing and planned park improvements.	Location and Extent	PS2025-119
2	06/10/25	3640 N State Highway 67	Permit for a one-day, public fundraising event for up to 500 people.	Minor Ent Event	PS2025-120
2	06/12/25	10997 Spruce Mountain Rd	Discussion to determine best path forward for multiple uses.	Site Imp Plan	PS2025-111

### Streamline Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/04/25	Sterling Ranch Filing 3A, 1 <sup>st</sup> Amd Lot 215A & 216A	Lot Line Adjustment between adjacent properties to balance the lot sizes.	Administrative Replat	PS2025-115
2	06/12/25	Bridgeford, Lots 1 and 2	Lot Line Adjustment to allow construction of a new barn within current setbacks.	Administrative Replat	PS2025-121
3	06/12/25	Erickson Filing 1, 5th Amd, Lots 2A-1A-1A and 2C-1A-2	The applicant proposes a Lot Line Vacation to combine two lots.	Administrative Replat	PS2025-122

### New Applications

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/04/25	Highlands Ranch Filing 16, Lot 3	Discount Fireworks Stand, 2530 E County Line Rd	Seasonal Use	SU2025-002
3	06/04/25	Highlands Ranch Filing 142, Lot 5	TNT Fireworks Stand, 9579 S University Blvd Bldg #5 Unit #100	Seasonal Use	SU2025-003
3	06/04/25	Highlands Ranch Filing 128A, Lot 1	TNT Fireworks Stand, 6675 Business Center Dr	Seasonal Use	SU2025-005
3	06/04/25	Highlands Ranch Filing 127A, 4 <sup>th</sup> Amd Lot 9A-1A	TNT Fireworks Stand, 9255 S Broadway	Seasonal Use	SU2025-004
3	06/04/25	Chatfield Farms Filing 1-A, 2nd Amd, Lot 117D	TNT Fireworks Stand, 8361 N Rampart Range Rd	Seasonal Use	SU2025-006
2	06/04/25	Meribel Village Filing 1, 9th Amendment	7 lots from SR and LRR to A-1	Zoning Map Change	DR2025-003
1	06/05/25	Looking Glass Filing 34	Town of Parker for the final plat of Looking Glass Filing 34.	External Referral	RE2025-104
	06/06/25	Jefferson County Regulation Amds - Short-Term Rentals	Jefferson County for Regulation Amendments to its Short-Term Rental (STR) Regulations.	External Referral	RE2025-106
1	06/06/25	Reata North Filing 1, Tract T	Town of Parker - Site Plan to construct a building and corresponding piping to support an existing well house.	External Referral	RE2025-105
3	06/09/25	Highlands Ranch Filing 149, 4 <sup>th</sup> Amd, Lot 1C-1A-1, 5th Modification	Request for the relocation of the entry door.	SIP Modification	SP2025-037
2	06/09/25	Allen Exemption	Request for an exemption to legalize a parcel.	Exemption	EX2025-004
2	06/09/25	7011 Bayou Gulch Road	Request for a new T-Mobile wireless small cell telecommunications facility.	Site Imp Plan	SP2025-041

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	06/09/25	9787 Stonegate Parkway	Request for a new T-Mobile wireless small cell telecommunications facility.	Site Imp Plan	SP2025-040
1	06/09/25	5360 Interlocken Street	Request for a new T-Mobile wireless small cell telecommunications facility.	Site Imp Plan	SP2025-038
1	06/09/25	16636 Stonegate Parkway	Request for a new T-Mobile wireless small cell telecommunications facility.	Site Imp Plan	SP2025-039
1	06/10/25	Meridian Office Park Filing 1, 2 <sup>nd</sup> Amd, Block 4, Lot 1, 5 <sup>th</sup> Rev, 7 <sup>th</sup> Mod	Eligible Facilities Request to remove and replace equipment on existing tower.	SIP Modification	SP2025-042
3	06/11/25	9375 Cresthill Lane	12,000 SF addition to the Highlands Ranch High School for automotive career space.	Location and Extent	LE2025-007
2	06/13/25	Canyons Far South Multiple Tracts 3-7-66	Town of Castle Rock for a Canyons Far South Residential Site Plan.	External Referral	RE2025-107
3	06/13/25	Highlands Ranch Filing 121C, Tract C, 2nd Mod	Eligible Facilities Request to remove and replace existing equipment.	SIP Modification	SP2025-043
2	06/16/25	Gas Expansion Near Democrat Road	Black Hills Energy request for gas regulator station and pipelines.	Location and Extent	LE2025-008
1	06/16/25	Condominium Map of Lyric Condos	City of Lone Tree for a plat map of 10 condominiums.	External Referral	RE2025-109
	06/16/25	Economic Development Zone Site Development Plan	Elbert County - Economic Development Zone Site Development Plan proposal for year-round market with local vendors.	External Referral	RE2025-108

### New Sign Permits

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	06/04/25	Highfield Business Park, 9th Amd, Lot 12A	Northrop Grumman - 8452 Highfield Pkwy Unit #300	Sign Permit	SG2025-066
1	06/05/25	Meridian Office Park Filing 1, 33 <sup>rd</sup> Amd, Lot 2	The Sophia Apartments - 9696 Maroon Cir	Sign Permit	SG2025-067 – 2025-071
3	06/05/25	Zuchel's Sub except the North 19ft, Lot 2	Jaime Lessar Agency - 5406 N State Hwy 67	Sign Permit	SG2025-072

### Special Event Liquor Permits

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
3	06/04/25	Scandinavian Midsummer Festival	Scandinavian Midsummer Festival - 9370 Ridgeline Blvd	LL2025-036

### Engineering Services Bid Calendar (updated 6/16/25)

Project Description	Plans Available to Contractors	Contractor Pre-Bid Conference	Project Bid Opening	Tentative BCC Approval Date
County Line Road - CI 2020-013	Mar. 31, 2025	Apr. 9, 2025	May 6, 2025 <i>Bids under review</i>	TBD

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.