



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, SEPTEMBER 10, 2024

### AGENDA

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Tuesday, September 10, 2024

1:30 PM

Hearing Room

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**Disclaimer - This packet is provided for informational purposes only and is subject to change. Some documents may have been unavailable at the time this agenda was prepared. For additional information, contact the responsible staff person.**

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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. Ceremonies/Proclamations**

- a. Proclamation Honoring Douglas County Community Response Team and Homeless Engagement, Assistance, and Resource Team Co-Responders.  
Maggie Cooper, Deputy Manager Mental Health Division — *County Administration*

**Attachments:**     [Co-Responder Proclamation Final 8.27.24](#)

**3. Consent Agenda**

- a. Approval of Business Meeting Minutes from August 27, 2024.

**Attachments:**     [Minutes Business Meeting 08.27.2024](#)

- b. Approval of Land Use/Public Hearing Minutes from August 27, 2024  
**Attachments:** [Minutes LU PH Meeting 08.27.2024](#)
- c. Approval of Vouchers September 3, 2024  
Andrew Copland, Director of Finance — *Finance Department*  
**Attachments:** [09.03.24 BOCC](#)
- d. Approval of Vouchers September 10, 2024  
Andrew Copland, Director of Finance — *Finance Department*  
**Attachments:** [09.10.24 BOCC](#)
- e. Following the Recommendation of the Assessor’s Office to Settle BAA Appeals.  
Ashley Chamberlain, Paralegal — *County Attorney*  
**Attachments:** [Board Memo 09.10.24.pdf](#)
- f. Resolution Declaring Certain Business Personal Property Taxes and Real Personal Property Taxes as being Uncollectible; and a Listing of all Real Property Tax Liens Which Have Been Held by the County for Three or More Years.  
Germaine Gibson, Bankruptcy and Tax Technician — *Treasurer*  
**Attachments:** [Treasurer's Annual Resolution 2024](#)  
[2024 Write Off & County Held Liens List](#)
- g. Arrowhead Colorado Metropolitan District - New Service Plan - Project File: SV2024-002.  
DJ Beckwith, Principal Planner — *Department of Community Development*  
**Attachments:** [SV2024-002 Staff Report for Arrowhead Colorado MD](#)
- h. Fee Waiver Request from the American Radio Relay League in the Amount of \$525.00 for the Amateur Radio Field Day 2024.  
Amy Knopp, Manager of Rueter-Hess Reservoir — *Department of Community Development*  
**Attachments:** [Staff Report- Fee Waiver ARES Field Day](#)

- i. AXON Enterprises Purchase Requests for Year 3 of Fifth Amendment in the Amount of \$1,403,771.05 and Year 2 of Sixth Amendment in the Amount of \$120,759.44 to Taser International Master Purchasing Agreement in the Total Amount of \$1,524,530.49.

Captain Troy McCarty, Support Services Division — *Sheriff*

**Attachments:**     [2022 - 2029 AXON Fifth Amendment Final Executed August 2022](#)  
[2022 - 2029 AXON Sixth Amendment Final Executed February 2023](#)  
[2024 AXON GF Purchase Request for BOCC Meeting 091224](#)  
[2024 AXON LEA Purchase Request for BOCC Meeting 091224](#)  
[2024 AXON SRO Technology Purchase Request for BOCC Meeting 091224](#)

- j. 2024 Third Amendment to the Allied Universal Security Services Public Contract for Services for Justice Center and County Building Security in the Amount of \$1,011,665.00.

Captain Myra Buys — *Sheriff*

**Attachments:**     [2024 Allied Third Amendment\\_08272024](#)

- k. Two Separate Construction Contracts with EMR Enterprises, LLC, and Omerta Stormwater Management, Respectively, both for the 2024 GESC On-Call & Surety Project, in the Amount of \$132,954.96 Each, for a Total Contract Amount of \$265,909.92 Combined, Douglas County Project Number SP 2024 - 011.

Zachary Humbles, PE, Special Projects Engineer

**Attachments:**     [EMR contract for 2024 On-0Call GESC BOCC 9\\_10\\_24 Zak Humbles](#)  
[OMERTA contract for 2024 On-Call GESC BOCC 9\\_10\\_24 Zak Humbles](#)

- l. Public Contract for Services with HDR Engineering, Inc. for Utility Relocation Construction Management Services on the Hilltop Road Improvement Project, in the Amount of \$265,000.00, Douglas County Project Number CI 2020-029.

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

**Attachments:**     [PCS-Hilltop-Utility-CM-\(HDR\)](#)  
[-BOCC-Agenda-Packet-September-10-2024](#)

- m. 2024 Homelessness Resolution Program Grant Application in the Amount of \$50,000.00, Including a Match of \$25,000.00 for a Project Total of \$75,000.00.

Steven Dodrill, Community Programs Coordinator — *Department of Community Development*

**Attachments:**     [Staff Report HRP 2024 NOFA Combined9.6.24](#)

- n. Construction Contract with Empire Carpentry in the Amount of \$162,284.00 with a County Contribution of \$46,033.00.

Brittany Cassell, Curator — *Department of Community Development*

**Attachments:**     [Staff Report- Contract Empire Carpentry](#)

- o. Public Contract with ERO Resource Corporation in the Amount of \$16,473.00 with a County Contribution of \$1,647.00.

Brittany Cassell, Curator — *Department of Community Development*

**Attachments:**     [Staff Report- ERO Resource Corporation Site 5DA.265](#)

- p. Public Contract with ERO Resource Corporation in the Amount of \$259,992.00 with a County Contribution of \$10,009.00.

Brittany Cassell, Curator — *Department of Community Development*

**Attachments:**     [Staff Report- ERO Resource Corporation Rockshelter](#)

- q. Construction Contract with Deep Roots Craftsmen in the Amount of \$474,000.00.

Brittany Cassell, Curator — *Department of Community Development*

**Attachments:**     [BCC Staff Report Deep Roots Craftsmen Construction Contract SVS](#)

#### 4. Regular Agenda

- a. Resolution Removing a Member of the Douglas County Libraries Board of Trustees.  
Board of Commissioners, Douglas County — *County Administration*

**Attachments:**     [Resolution Removing Meghann Silverthorn from the Douglas County Libraries Board of Trustees](#)

- b. Resolution Removing a Member of the Douglas County Water Commission.  
Board of Commissioners, Douglas County — *County Administration*

**Attachments:**     [Resolution Removing Frank Johns from the Water Commission](#)

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

- At this time, you are welcome to comment about any topic other than those that appeared on today's agenda. This is an opportunity to share your thoughts and ideas with us.
- Please state your name and where you reside prior to making comments. You will have up to 3 minutes.
- Obscenity and any comments calling for criminal or violent action are prohibited.
- Commissioner comments, if any, will follow all citizen comments.

6. Commissioner Comments

7. Other Business

8. County Manager

a. County Manager Report.

**Attachments:** [County Manager Report 9.10.24](#)

9. Adjournment

*\*\*The Next Business Meeting Will be Held on Tuesday, September 24, 2024 @ 1:30 p.m.\*\**

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Maggie Cooper, Deputy Manager Mental Health Division

**DESCRIPTION:** Proclamation Honoring Douglas County Community Response Team and Homeless Engagement, Assistance, and Resource Team Co-Responders.

**SUMMARY:** Proclamation to express appreciation and gratitude for Douglas County's Co-Responder Teams. These Teams include Crisis Mental and Behavioral Health Clinicians and Homeless Navigators paired with law enforcement with support from Fire/EMS and Resource Specialists. The proclamation recognizes the significant contributions and positive community impact made by these dedicated law enforcement and fire/EMS first responders and their mental health clinical and homeless navigator partners.

**RECOMMENDED ACTION:** **Proclaim the week of September 15 - September 21, 2024, as Douglas County Co-Responders Week**

**REVIEW:**

Doug DeBord	Approve	8/29/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024

**ATTACHMENTS:**

Co-Responder Proclamation Final 8.27.24

**Proclamation**  
**Honoring Douglas County Community Response Team and**  
**Homeless Engagement, Assistance, and Resource Team**  
**Co-Responders**

*WHEREAS*, Douglas County, along with the State of Colorado, and the USA, have continued to address the issue of Mental Illness, Substance Use Disorder, and Homelessness due to the large number of people affected directly and indirectly by these as well as other co-occurring conditions, and

*WHEREAS*, nearly 1 in 5 Citizens of Douglas County, Colorado, and the USA, currently deal with mental health issues or will in their lifetime, and

*WHEREAS*, the Opioid Epidemic continues to rage across the nation, Colorado, and here in Douglas County, with over 100,000 overdose deaths occurring annually in the U.S., and

*WHEREAS*, the Douglas County Region 12 Opioid Abatement Council recognizes the valuable work of co-response in the fight against substance use disorder and allocated funds to expand the work of the CRT and HEART Co-Responder programs, and

*WHEREAS*, mental illness, substance use disorder, and co-occurring conditions often lead to homelessness, criminal charges, and arrests as well as expensive and less effective jail housing, broken families, suicide, violent crimes and community safety issues, and

*WHEREAS*, the many issues created by mental illness, substance use disorder, addiction, and homelessness are community problems, not just a problem for Law Enforcement or Fire and Emergency Medical Services, and

*WHEREAS*, many communities, towns, cities, counties, and states have realized the need for additional resources to address these issues and specifically when individuals are experiencing crisis situations, and

***WHEREAS***, Douglas County has acted to connect those in crisis to community services in a compassionate way, while ensuring public safety through code enforcement, and

***WHEREAS***, many communities, including Douglas County, have identified an evidence-based and effective program called Co-Response, and

***WHEREAS***, Co-Response is the pairing of a mental or behavioral health professional, or navigator with a first responder such as a deputy sheriff, police officer, fire officer, or paramedic/EMT, who respond as a team to intervene in varying levels of crisis with the goal of diverting individuals from arrest and jail, diverting individuals from emergency rooms, and connecting individuals in crisis with necessary and effective resources such as counseling, access to medications, Medication Assisted Treatment (MAT) for alcohol/drug addiction, access to housing, shelter, food, and other basic necessities, and

***WHEREAS***, Douglas County, the Douglas County Sheriff's Office, Castle Rock Police Department, Lone Tree Police Department, Parker Police Department, Castle Rock Fire and Rescue, South Metro Fire and Rescue and the Douglas County School District have partnered to create the Community Response Team, a Co-Responder program comprised of specially selected and trained deputies, officers, clinicians, resource specialists and EMTs since 2017, and

***WHEREAS***, the Community Response Team has responded to 12,696 emergency and non-emergency calls and referrals for service, and provided crisis intervention, conducted important follow-up, implemented safety plans, and helped nearly 8,000 people get connected with the resources they desperately need for healthier living including access to mental health treatment/counseling, anti-psychotic medications, MAT, and other community resources, and

***WHEREAS***, the Douglas County Homeless Initiative created the Homeless Engagement, Assistance and Resource Team (HEART) to provide a specialized co-response for individuals who are unhoused by pairing subject matter expert navigators with local law enforcement, and

**WHEREAS**, the HEART has responded to over 2500 referrals and calls for service, served 445 individuals, and helped to reduce the number of unhoused individuals sleeping outside in Douglas County from 43 down to 6 in the first two years of operation, and

**WHEREAS**, Community Response Team and HEART Personnel have shown exceptional commitment, dedication, leadership, and passion to help those in need - reinforcing how vital their work is to the communities of Douglas County.

**NOW, THEREFORE, WE**, the Board of County Commissioners for Douglas County, hereby proclaim the week of September 15-September 21, 2024, as Douglas County Co-Responders Week and join with the Colorado Co-Responder Alliance, and the International Co-Responder Alliance, to express our appreciation and gratitude for all Co-Responders, Crisis Mental and Behavioral Health Clinicians, and Homeless Navigators working in Douglas County, and recognizing the significant contributions of these dedicated law enforcement and fire/EMS first responders paired with mental health and homeless navigator professionals who routinely respond to non-routine, and sometimes dangerous situations, involving people in crisis and who work together to intervene and ensure the best possible outcomes through appropriate placement, safety planning, access to treatment, and connection to needed services.

As the Board of County Commissioners, we call upon Douglas County residents, public and private institutions, and organizations to recognize, honor, and give thanks to these amazing professionals for their dedication to serve our community, assist those in need and keep our community safe.

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

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CHAIR  
ATTEST:

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Deputy Clerk

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**MEETING DATE:** September 10, 2024

**DESCRIPTION:** Approval of Business Meeting Minutes from August 27, 2024.

**ATTACHMENTS:**

Minutes Business Meeting 08.27.2024



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, AUGUST 27, 2024

### MINUTES

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Tuesday, August 27, 2024

1:30 PM

Hearing Room

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Invocation – Moment of Silence

**1:30 PM**

Rollcall

**PRESENT:** Commissioner Lora Thomas  
Commissioner Abe Laydon  
**EXCUSED:** Chairperson George Teal

#### 1. Call to Order

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda  
Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.
- c. Commissioners Disclosure for Items on This Agenda

#### 2. Ceremonies/Proclamations

- a. Resolution Approving September 2024 as National Preparedness Month.  
Debrah Schnackenberg, Emergency Management, addressed the Board to present on this Item and to read the Resolution.

Commissioner Laydon commented on this Item.

Public Comment: None

Commissioner Thomas commented on this Item.

This is Motion No. 024-151

Commissioner Thomas moved that the Board approve a Resolution Approving September 2024 as National Preparedness Month.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Thomas, Laydon

**EXCUSED:** Teal  
Resolution No: R-024-089

### 3.. Consent Agenda

Commissioner Thomas commented on Item S of the Consent Agenda.

Commissioner Laydon commented on the Consent Agenda.

This is Motion No. 024-152

Commissioner Thomas moved that the Board approve the requests in all Items "a" through "t" of the Consent Agenda.

**RESULT:** ADOPTED THE CONSENT AGENDA

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Thomas, Laydon

**EXCUSED:** Teal

- a. Approval of Business Meeting Minutes from August 13, 2024.
- b. Approval of Land Use/Public Hearing Minutes from August 13, 2024.
- c. Approval of Vouchers August 13, 2024
- d. Approval of Vouchers August 20, 2024
- e. Approval of Vouchers August 27, 2024
- f. Resolution Approving the Abatement Settlement Recommendations of the Assessor's Office.  
Resolution No: R-024-091
- g. Resolution Approving the Recommendation of the Abatement Hearing Referee.  
Resolution No: R-024-092
- h. Following the Recommendation of the Assessor's Office to Settle BAA Appeals
- i. Resolution Appointing Independent Referees to Act on Behalf of the Douglas County Board of Equalization to Conduct Hearings, Make Findings, and Submit Recommendations Pursuant to Section 39-8-102, C.R.S.  
Resolution No: R-024-093
- j. Purchase Request Approval for Two FARO 3D Scanners (Approved by the Douglas County Seizure Board May 16, 2024) in the Amount of \$129,235.72.
- k. Purchase Order to Four Rivers Equipment LLC in the Amount of \$648,413.86 Utilizing Sourcewell Contract #011723-JDC.
- l. Amendment No. 2 to Public Contract for Services for Jon P Dickey, LLC, for Roofing Inspections for the Building Division, Public Works Department.
- m. Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Financial Contribution for the Lincoln Avenue and Villagecreek Parkway Traffic Signal Project

in an Amount not to Exceed \$600,000.00, Douglas County Project Number TF 2024-007.

- n. Computronix POSSE Annual Renewal in the Amount of \$106,395.00.
- o. Beacon Communications Audio Visual Enhancements in the Amount of \$59,243.87.
- p. Public Contract for Services with Emprise Concepts, LLC in the Amount of \$980,000.00 for Construction Management, Inspection and Materials Testing for the Pine Drive and Pine Lane Improvements Project, Douglas County Project Number CI 2020-019, and CI 2020-020.
- q. Construction Contract with 53 Corporation, LLC for the Westcreek 84” CMP Replacement Project in the Amount of \$330,000.00, Douglas County Project Number SP 2024-012.
- r. Third Amendment of Easement Agreement with Denver Water for Ordway Road Right-of-Way Crossing Denver Water Property, Douglas County Project Number DV 2023-410.
- s. Douglas County Traffic is requesting Board of County Commissioner Approval to Pursue Federal Funding Through the Discretionary Grant Program Titled Safe Streets and Roads for All Administered by the US Department of Transportation to Develop a Roadway Safety Action Plan Focused on Douglas County Owned Roadways (TF2024-022). The Required 20% Local Match of \$90,000.00 is Available Using Existing County Funding Already Designated for Transportation Safety Purposes.
- t. Strong Communities Grant Agreement in the Amount of \$1,110,000.00.

**4. Regular Agenda**

- a. Request to Approve and Sign Six (6) Public Contracts for Services and Funding for One Internal Program Related to the Colorado Opioids Settlement.

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

Melissa Bortnem, All Health Network, addressed the Board to further present on this Item.

Scott Spielman, Valley Hope, addressed the Board to further present on this Item.

Racquel Garcia, Hard Beauty Foundation, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

Kelli Smith, Douglas County School District, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

Eric Anderson, SE2, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

Maggie Cooper, Douglas County Mental Health Division, addressed the Board to further

present on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

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

Commissioner Thomas commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 024-153

Commissioner Thomas moved that the Board approve Six (6) Public Contracts for Services and Funding for One Internal Program Related to the Colorado Opioids Settlement.

**RESULT:** ADOPTED

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Thomas, Laydon

**EXCUSED:** Teal

- b. Resolution Assigning and Transferring to the Douglas County Housing Partnership, a Multijurisdictional Housing Authority, all of Douglas County, Colorado's 2024 Allocation from the State Ceiling for Private Activity Bonds; and Authorizing the Execution and Delivery of an Assignment of Allocation and Other Documents in Connection Therewith.

Melody D'Hailecourt, Department of Community Development, addressed the Board to present on this Item.

Public Comment: None

Commissioner Thomas

Arthur Lehl, Department of Community Development, addressed the Board to further present on this Item.

Commissioner Thomas commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 024-154

Commissioner Thomas moved that the Board approve Resolution Assigning and Transferring to the Douglas County Housing Partnership, a Multijurisdictional Housing Authority, all of Douglas County, Colorado's 2024 Allocation from the State Ceiling for Private Activity Bonds; and Authorizing the Execution and Delivery of an Assignment of

Allocation and Other Documents in Connection Therewith.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Thomas, Laydon  
**EXCUSED:** Teal  
Resolution No: R-024-090

- c. Adoption of Ordinance No. O-024-004, an Ordinance for Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property within Douglas County, Colorado, on First Reading.

Jeff Garcia, County Attorney, addressed the Board to present on this Item.

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

Public Comment:

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

This is Motion No. 024-155

Commissioner Thomas moved that the Board approve Adoption of Ordinance No. O-024-004, an Ordinance for Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property within Douglas County, Colorado, on First Reading.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Thomas, Laydon  
**EXCUSED:** Teal  
Ordinance No: O-024-004

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

**6. Commissioner Comments**

Commissioner Thomas provided comment.

**7. Other Business**

**8. County Manager**

- a. County Manager Report.

**9. Adjournment**

*\*\*The Next Business Meeting Will be Held on Tuesday, September 10, 2024 @ 1:30 p.m.\*\**

[www.douglas.co.us](http://www.douglas.co.us)

**MEETING DATE:** September 10, 2024

**DESCRIPTION:** Approval of Land Use/Public Hearing Minutes from August 27, 2024

**ATTACHMENTS:**

Minutes LU\_PH Meeting 08.27.2024



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

**TUESDAY, AUGUST 27, 2024**

**MINUTES**

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**Tuesday, August 27, 2024**

**2:30 PM**

**Hearing Room**

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**2:30 PM**

Rollcall

**PRESENT:** Lora Thomas and Abe Laydon

**EXCUSED:** Chairperson 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 properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

**2. Land Use Meeting Agenda Items**

a. Road Name Change - Lucent Boulevard to Kendrick Castillo Way - Project File: SB2024-016.

Caitlin Zeiler, Department of Community Development, addressed the Board to present on this Item and enter an Exhibit to the Record.

Commissioner Laydon commented on this Item.

Public Comment:

Kent Olsen, Highlands Ranch, addressed the Board to provide public comment.

Azim Khan, Highlands Ranch, addressed the Board to provide public comment.

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

Andrea Bradbury, Highlands Ranch, addressed the Board to provide public comment.

John Castillo, Highlands Ranch, addressed the Board to provide public comment.

Vincent Lawrence addressed the Board to provide public comment and entered an item as an

exhibit into the Record.

Clare Bork, Highlands Ranch, addressed the Board to provide public comment.

Tim Nelson addressed the Board to provide public comment.

Commissioner Thomas commented on this Item.

Commissioner Teal joined the meeting virtually to provide comment on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 024-156

Commissioner Teal moved that the Board approve Road Name Change - Lucent Boulevard to Kendrick Castillo Way - Project File: SB2024-016.

**RESULT:** ADOPTED  
**MOVER:** George Teal  
**SECONDER:** Lora Thomas  
**AYES:** Teal and Commissioner Laydon  
**NAYS:** Commissioner Thomas

- b. Resolution Concerning the Creation and Organization, for the Douglas County Local Improvement District (LID) No. 24-02, (2023 Bannock Drive LID), Authorizing and Ordering the Acquisition, Construction and Installation of Improvements therein: Authorizing Notice to Contractors: Providing for Notice to Property Owners of Completion of the Improvements and Determining the Method of Apportioning Assessments to Defray Costs Thereof, Douglas County Project Number CI 2023-032.

Dan Roberts, Public Works, addressed the Board to present on both Item B and Item C.

Commissioner Thomas commented on this Item and asked clarifying questions.  
Mr. Roberts addressed the Board to answer the Commissioner's questions.

Public Comment: None

This is Motion No. 024-157

Commissioner Thomas moved that the Board approve Resolution Concerning the Creation and Organization, for the Douglas County Local Improvement District (LID) No. 24-02, (2023 Bannock Drive LID), Authorizing and Ordering the Acquisition, Construction and Installation of Improvements therein: Authorizing Notice to Contractors: Providing for Notice to Property Owners of Completion of the Improvements and Determining the Method of Apportioning Assessments to Defray Costs Thereof, Douglas County Project Number CI 2023-032.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Commissioner Thomas and Commissioner Laydon  
**EXCUSED:** Teal  
Resolution No: R-024-094

- c. Resolution Calling for an Election on the Issuance of Special Assessment Bonds for the Purpose of Financing Certain Roadway and Water and Sanitary Sewer Line Improvements with Douglas County Local Improvement District NO. 24-02 (2023 Bannock Drive), Douglas County Project Number CI 2023-032.

This is Motion No. 024-158

Commissioner Thomas moved that the Board approve Resolution Calling for an Election on the Issuance of Special Assessment Bonds for the Purpose of Financing Certain Roadway and Water and Sanitary Sewer Line Improvements with Douglas County Local Improvement District NO. 24-02 (2023 Bannock Drive), Douglas County Project Number CI 2023-032.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Commissioner Thomas and Commissioner Laydon  
**EXCUSED:** Teal  
Resolution No: R-024-095

- d. Resolution Concerning the Creation and Organization, Organization of Douglas County Local Improvement District NO. 24-01 (Spring Canyon) Authorizing and Ordering the Acquisition, Construction and Installation of Improvements Therein; Authorizing Notice to Contractors; Providing for Notice to Property Owners of Completion of the Improvements and Determining the Method of Apportioning Assessments to Defray Costs thereof, Douglas County Project Number CI 2023-019.

Dan Roberts, Public Works, addressed the Board to present on both Item D and Item E and entered an item as an exhibit into the Record.

Commissioner Thomas commented on this Item and asked clarifying questions.  
Mr. Roberts addressed the Board to answer the Commissioner's questions.

Public Comment:

Jean Link, Littleton, addressed the Board to provide public comment.

Mike Palumbo addressed the Board to provide public comment.

Michael McCormick, Windfield LLC, addressed the Board to provide public comment.

Malcolm McCoy addressed the Board to provide public comment.

Commissioner Thomas asked counsel clarifying questions.

Jeff Garcia, County Attorney, addressed the Board to answer the Commissioner's questions.

Commissioner Thomas asked staff a clarifying question.

Dan Roberts addressed the Board to answer the Commissioner's question and provide clarification.

Commissioner Thomas commented on this Item and asked staff clarifying questions.

Mr. Roberts addressed the Board to answer the Commissioner's questions and provide clarification.

Commissioner Laydon commented on this Item.

This is Motion No. 024-159

Commissioner Thomas moved that the Board approve Resolution Concerning the Creation and Organization, Organization of Douglas County Local Improvement District NO. 24-01 (Spring Canyon) Authorizing and Ordering the Acquisition, Construction and Installation of Improvements Therein; Authorizing Notice to Contractors; Providing for Notice to Property Owners of Completion of the Improvements and Determining the Method of Apportioning Assessments to Defray Costs thereof, Douglas County Project Number CI 2023-019.

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Commissioner Thomas and Commissioner Laydon  
**EXCUSED:** Teal  
Resolution No: R-024-096

- e. Resolution Calling for an Election on the Issuance of Special Assessment Bonds for the Purpose of Financing Certain Roadway and Water and Sanitary Sewer Line Improvements within Douglas County Local Improvement District NO. 24-01 (Spring Canyon).

This is Motion No. 024-160

Commissioner Thomas moved that the Board approve Resolution Calling for an Election on the Issuance of Special Assessment Bonds for the Purpose of Financing Certain Roadway and Water and Sanitary Sewer Line Improvements within Douglas County Local Improvement District NO. 24-01 (Spring Canyon).

**RESULT:** ADOPTED  
**MOVER:** Lora Thomas  
**SECONDER:** Abe Laydon  
**AYES:** Commissioner Thomas and Commissioner Laydon  
**EXCUSED:** Teal

Resolution No: R-024-097

**3. Public Hearing Agenda Items**

- a. Sterling Ranch Filing 5C, 1st Amendment - Minor Development - Project File: SB2024-022.

Brett Thomas, Department of Community Development, addressed the Board to present on this Item.

Commissioner Thomas commented on this Item.

Jeff Garcia, County Attorney, commented on this Item.

Commissioner commented on this Item.

This is Motion No. 024-161

Commissioner Thomas moved that the Board continue Sterling Ranch Filing 5C, 1st Amendment - Minor Development - Project File: SB2024-022, to September 10, 2024 at 2:30 p.m.

**RESULT:** CONTINUED

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Commissioner Thomas and Commissioner Laydon

**EXCUSED:** Teal

- b. River Canyon Filing 2, 4th Amendment - Minor Development Plat - Project File: SB2024-019 - Continuance to September 24, 2024.

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

This is Motion No. 024-162

Commissioner Thomas moved that the Board continue River Canyon Filing 2, 4th Amendment - Minor Development Plat - Project File: SB2024-019, to September 24, 2024 at 2:30 p.m.

**RESULT:** CONTINUED

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Commissioner Thomas and Commissioner Laydon

**EXCUSED:** Teal

- c. River Canyon Planned Development, 11th Amendment - Project File: ZR2024-009.

Curt Weitkunat, Department of Community Development, addressed the Board to present on this Item.

This is Motion No. 024-163

Commissioner Thomas moved that the Board continue River Canyon Planned Development, 11th Amendment - Project File: ZR2024-009, to October 8, 2024 at 2:30 p.m.

**RESULT:** CONTINUED

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Commissioner Thomas and Commissioner Laydon

**EXCUSED:** Teal

- d. Haystack Hills Minor Development - Project File: SB2024-005.

Trevor Bedford, Department of Community Development, addressed the Board to present on this Item and enter and Item into the record as an Exhibit.

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

Ryan Dykstra, Applicant, addressed the Board to agree to the conditions as presented.

Commissioner Thomas commented on this Item.

This is Motion No. 024-164

Commissioner Thomas moved that the Board approve Haystack Hills Minor Development because it Does meet all of the approval criteria with 11 conditions as Presented - Project File: SB2024-005.

**RESULT:** ADOPTED

**MOVER:** Lora Thomas

**SECONDER:** Abe Laydon

**AYES:** Commissioner Thomas and Commissioner Laydon

**EXCUSED:** Teal

#### 4. Adjournment

*\*\*The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, September 10, 2024 @ 2:30 p.m.\*\**

www.douglas.co.us

**MEETING DATE:** September 10, 2024

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

**DESCRIPTION:** Approval of Vouchers September 3, 2024

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

Vouchers	\$ 5,022,841.59
Electronic Funds Transfers	\$ 21,997.88
Handwritten Checks	\$ 1,419,454.46
Purchasing Card Charges	\$
Election Judges	\$
<b>TOTAL:</b>	<b>\$ 6,464,293.93</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	8/27/2024
Jeff Garcia	Approve	8/29/2024
Doug DeBord	Approve	8/29/2024

**ATTACHMENTS:**  
 09.03.24 BOCC

# VOUCHERS

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

8/27/2024  
9:23:14

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
103899	09/04/24	1158781	53 CORPORATION LLC	8082401	200	800506	STORMWATER PRIORITY PROJECTS	478200	Major Maint. of Assets	26,024.50	SUGAR CREEK LINING
103900	09/04/24	1134185	ABSOLUTE GRAPHICS INC	33271	220	822110	SWAT TEAM	433500	Clothing & Uniforms	264.52	SWAT POLOS
				33287	100	21115	SHERIFF TRAINING	433500	Clothing & Uniforms	511.42	RED INSTRUCTOR POLOS
				33275	100	21500	DETENTION	433500	Clothing & Uniforms	92.56	AMBASSADOR POLOS
				33270	100	21115	SHERIFF TRAINING	433500	Clothing & Uniforms	1,151.44	INSTRUCTOR SHIRTS & SWEATSHIRT
				33274	100	21115	SHERIFF TRAINING	433500	Clothing & Uniforms	129.18	INSTRUCTOR RED CAPS
				33276	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	60.65	BIKE POLO
				33272	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	69.18	BIKE POLO
									<b>Total Payment</b>	<b>2,278.95</b>	
103901	09/04/24	1180938	ACORN PETROLEUM INC	1266269	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,248.03	FUEL FOR FAIRGROUNDS
				1266277	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	5,108.39	FUEL FOR SUBSTATION
				1267679	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	17,794.74	FUEL FOR PARKER
				1266970	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,300.48	FUEL FOR SEDALIA
				1266986	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	780.29	FUEL FOR NORTHWEST
				1267681	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	19,015.32	FUEL FOR CASTLE ROCK
				1266989	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	4,148.14	FUEL FOR SUBSTATION
				1267025	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	824.56	FUEL FOR FAIRGROUNDS
				1267026	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	7,832.53	FUEL FOR HIGHLANDS RANCH
				1267548	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,717.46	FUEL FOR TRUMBULL
				1266988	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	553.08	FUEL FOR EVOC
									<b>Total Payment</b>	<b>60,323.02</b>	
103902	09/04/24	1306267	ADAPTIVE INTERVENTIONS	2024008	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	14,596.67	DCMOP THERAPY SERVICES
103903	09/04/24	1488308	AGING RESOURCES OF DOUGLAS COUNTY	JUL2024FASTER	100	802029	DRCOG FASTER GRANT	443600	OPS/2024 ARDC/ TRIPS	2,765.00	DRCOG FASTER TRANSPORTATION GRANT
				JUL24FTA	100	861541	CDOT 5310 GRANT	443600	OPS/2024 ARDC/ TRIPS	4,340.00	DRCOG 5310 TRANSPORTATION GRANT
				JUL2024FTACC	100	861541	CDOT 5310 GRANT	443600	OPS/2024 ARDC/ CALL CENTER	966.25	DRCOG 5310 TRANSPORTATION GRANT
				JUL2024FASTERCC	100	802029	DRCOG FASTER GRANT	443600	OPS/2023 ARDC/ CALL CENTER	1,308.75	DRCOG FASTER TRANSPORTATION GRANT
									<b>Total Payment</b>	<b>9,380.00</b>	
103904	09/04/24	1022735	AIRLIFT DOORS INC	233165IN	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	121.63	BUTTON LENS
103905	09/04/24	1480065	ALLIED UNIVERSAL SECURITY SERVICES	15984650	100	21400	COURT SERVICES	443350	Security Services	5,945.94	JULY 2024 HRSS
				15989011	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	16,246.25	GUARD SERVICES - DOWNTOWN
				15989012	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,945.94	JULY 2024 GUARD SERVICES - PMC
				15989010	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,945.94	JULY 2024 GUARD SERVICE - HHS
				15989008	100	21400	COURT SERVICES	443350	Security Services	47,468.53	JULY 2024
				16030258CM	100	21400	COURT SERVICES	443350	Security Services	(5,638.13)	CREDIT MEMO AUGUST 2024
				15989009	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	5,945.94	GUARD SERVICES - WILDCAT
									<b>Total Payment</b>	<b>81,860.41</b>	
103906	09/04/24	1001887	ARCHITERRA GROUP INC	7940	250	53740	PARKS SALES & USE TAX - PARKS	443600	Other Professional Services	3,403.75	PARKS FUNDING ANALYSIS
				7923	250	850811	EAST-WEST REGIONAL TRAIL	473500	Parks & Recreation Improvement	4,542.50	EW TRAIL SIGNAGE & WAYFINDING
									<b>Total Payment</b>	<b>7,946.25</b>	
103907	09/04/24	1274142	ARMORED KNIGHTS INC	8755	100	21125	SUPPORT SERVICES	447500	Other Purchased Services	564.20	ARMORED CAR SERVICE HRSS DCSO
103908	09/04/24	1628145	AUTOAUTO WASH LLC	WO54251	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	1,108.60	PARKER CAR WASH REPAIR
103909	09/04/24	1038782	AUTOMATED BUILDING SOLUTIONS	10130551	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	1,850.00	INSTALL AHU SUPPLY FAN - JUSTICE CENTER
				10133124JULY	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	705.00	JULY 2024 BLDG AUTOMATION
									<b>Total Payment</b>	<b>2,555.00</b>	
103910	09/04/24	1000092	AZTEC CONSULTANTS INC	169228	200	800100	CONTRACTED MAJOR ROAD MAINT	478100	Road Repair, Maint. & Overlay	900.00	SURVEYING MONUMENTS
103911	09/04/24	1550162	AZTEC SURVEYING AND LOCATING	1556	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,680.00	TRAFFIC SIGNAL UTILITIES

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	
103912	09/04/24	1234348	BCER ENGINEERING INC	115323002016	200	800503	EMERGENCY STORM DRAINAGE	473100	Roads, St., Drainage-Eng.	3,054.00	FIRE PONDS	
103913	09/04/24	1612530	BERRY, DUNN, MCNEIL & PARKER L	450046	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	1,050.00	TECH CONSULTING JUL 2024	
103914	09/04/24	1000119	BOB BARKER COMPANY	INV2049862A INV2050513 INV2049862	100 100 100	21500 21500 861551	DETENTION DETENTION JAIL BASED BEHAVIORAL HLTH PRG	433800 433400 433800	Prisoner Maint. Supplies Operating Supplies Prisoner Maint. Supplies	17.46 2,365.20 229.53	INMATE SHIRTS BLACK NITRILE GLOVES SHIRTS	
										<b>Total Payment</b>	<b>2,612.19</b>	
103915	09/04/24	1001152	BOBCAT OF THE ROCKIES	14268452	200	31400	MAINTENANCE OF CONDITION	474800	Other Machinery & Equip.	8,679.36	SEEDER ATTACH FOR DISTRICT 2	
103916	09/04/24	1631745	C3 INTERIORS LLC	15632	330	33190	OTHER GENERAL GOV'T. BLDGS.	478200	Major Maint. of Assets	7,422.93	FLEET LOCKER ROOM FLOOR	
103917	09/04/24	1592201	CAMERON JAMES COATES LLC	40	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	3,360.00	OPEN SPACE DOCUMENT MANAGEMENT JULY	
103918	09/04/24	1278839	CATHOLIC CHARITIES OF CENTRAL COLORADO	202407	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	473.26	JULY SERVICES	
103919	09/04/24	1052447	CENTURY LINK	91195726/081624	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	2,180.22	1G MILLER AUGUST 2024	
103920	09/04/24	1000195	CITY OF AURORA	AR111858	296	861584	ARPA - REGIONAL HOMELESS FACIL	465100	Contributions - Misc.	1,125,000.00	ARPA FUNDS RENOVATION CROWNE PLAZA	
103921	09/04/24	1424570	COHERO	24080502	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	3,431.25	CMS CONSULTING JUL 2024	
103922	09/04/24	1550259	COLORADO COMMUNITY MEDIA	117693	100	15300	BUDGET	440200	Newspaper Notices/Advertising	26.88	LEGAL NOTICE BUDGET	
103923	09/04/24	1036774	COMPUTRONIX (USA) INC	7052	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	6,693.75	POSSE SUSTAIN JUL 2024	
103924	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	22026100/082024	100	55200	FAIRGROUND OPERATIONS	450210	Electric	1,402.95	FAIRGROUNDS PARKING LOT LIGHTS	
103925	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	21078600/082024	100	19920	FLEET-CAR WASH FACILITY	450210	Electric	541.93	CAR WASH	
103926	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	81593003/082024	100	55200	FAIRGROUND OPERATIONS	450210	Electric	458.09	FAIRGROUNDS SHOP	
103927	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95694350/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	297.22	HEALTH	
103928	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	23719802/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	258.88	SE FACILITIES	
103929	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95634857/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	169.67	HISTORICAL REPOSITORY	
103930	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95543683/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	124.81	LITTLE WHITE HOUSE	
103931	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	83538001/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	132.04	LOUVIERS	
103932	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	81003200/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	91.17	HHS LIGHTS	
103933	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	86156700/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	29.17	MILLER GARAGE	
103934	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	27240000/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	44.18	CASTLE PINES RTD	
103935	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	81598101/082224	100	55200	FAIRGROUND OPERATIONS	450210	Electric	243.20	FAIRGROUNDS PAVILION	
103936	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	21845501/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	13,535.17	MILLER	
103937	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	23511300/082024	100	55200	FAIRGROUND OPERATIONS	450210	Electric	8,433.48	FAIRGROUNDS EVENTS CENTER	
103938	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	27620100/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	8,095.99	HUMAN SERVICES	
103939	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	87132101/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	6,277.06	PW OPS	
103940	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	81557601/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	5,480.03	WILCOX	

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
103941	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	26009300/082024	100	55200	FAIRGROUND OPERATIONS	450210	Electric	4,816.46	FAIRGROUNDS INDOOR ARENA
103942	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	27214600/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,762.15	EV TECH
103943	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95493122/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,974.20	PARKER
103944	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	26013603/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,742.46	ELECTIONS
103945	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	87010703/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,953.63	TRAFFIC
103946	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	25760600/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	3,590.80	CSU
103947	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	87141407/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,390.55	FACILITY MAINTENANCE
103948	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95535968/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,255.98	PARKER
103949	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	87172507/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,123.96	FACILITY ADMINISTRATION
103950	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95565859/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,093.08	HEALTH
103951	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	26989800/081324	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	31.80	SKY VIEW LN
103952	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	23838700/081324	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	76.82	3RD ST LT
103953	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	26633300/081324	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	67.66	BAYOU GULCH
103954	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	23095300/081324	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	30.03	BURNING TREE
103955	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	95557336/081224	250	807011	SANDSTONE RANCH	450210	Electric	20.20	SANDSTONE
103956	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	20158900/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	684.17	CSU
103957	09/04/24	1000536	CORE ELECTRIC COOPERATIVE	20159002/082024	100	55200	FAIRGROUND OPERATIONS	450210	Electric	1,407.02	FAIRGROUNDS KIRK HALL
103958	09/04/24	1002131	CRISIS CENTER	DV181781	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	2,117.50	JULY SERVICES
103959	09/04/24	1641352	DEFY THEM ALL LLC	15969	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contribution- Misc/Suicide Prv	3,937.50	MENS MENTAL HEALTH RESEARCH
103960	09/04/24	1002888	DLH ARCHITECTURE LLC	23181	240	33215	JUSTICE CNTR FACIL IMPRVMTNS	443600	Other Professional Services	4,462.90	PROFESSIONAL SERVICES
103961	09/04/24	1326517	DUBOIS CHEMICALS INC	IN30319310	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	3,916.80	TRANSIT SUPPLIES
103962	09/04/24	1553567	DYER-JONES, LARA	080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	16.78	CLIENTS FOOD
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	27.55	GAS
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	16.00	PARKING
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	119.00	HOTEL
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	57.25	RENTAL CAR
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	306.34	AUGUST MILEAGE APPROVAL
				080624-082224	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	21.19	REIMBURSEMENT
									<b>Total Payment</b>	<b>564.11</b>	
103963	09/04/24	1000387	ENVIROTECH SERVICES INC	CD202417831	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	9,606.36	SOIL STABILIZATION MATERIALS
103964	09/04/24	1494505	FIRESIDE MASONRY & CONSTRUCTION	1449	250	53500	OPEN SPACE	478300	Major Maint. Repair Projects	10,340.34	ELECTRIC WORK SANDSTONE GATHERING
103965	09/04/24	1388607	FRONTIER FIRE PROTECTION	78564	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	680.00	HYDRO PRESSURE TEST
103966	09/04/24	1332814	GADZIALA, CAMILLE	081124-081524	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	204.87	UBER CONFERENCE RECEIPTS

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
103967	09/04/24	1600381	GEVEKO MARKINGS INC	10305014477	200	31600	ENG - TRAFFIC SIGNS/STRIPING	448500	Paint & Road Striping	94.05	YIELD LINE
103968	09/04/24	1559981	GIS PEACE LLC	1954	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	3,040.00	GIS MANAGED SERVICES JULY 2024
103969	09/04/24	1132789	GOVCONNECTION INC	75568082 75572414 75575047	240 100 100	870068 18100 18100	DA REMODEL IT ADMINISTRATION IT ADMINISTRATION	474800 433210 433210	Other Machinery & Equip. Computer Supplies Computer Supplies	8,229.52 217.95 (217.95)	DA23 HARDWARE MONITOR CREDIT DAMAGED MONITOR
									<b>Total Payment</b>	<b>8,229.52</b>	
103970	09/04/24	1000498	GROUND ENGINEERING CONSULTANTS	234162016/2024099 234162016/2023388	200 200	800100 800100	CONTRACTED MAJOR ROAD MAINT CONTRACTED MAJOR ROAD MAINT	478200 478100	Major Maint. of Assets Road Repair, Maint. & Overlay	9,868.50 1,031.50	VARIOUS ROAD MAINTENANCE JULY 2024 VARIOUS ROAD MAINTENANCE JULY 2024
									<b>Total Payment</b>	<b>10,900.00</b>	
103971	09/04/24	1046472	HDR ENGINEERING INC	1200645051	230	800156	HILLTOP RD (REATA-SINGING HILL	473100	Roads, St., Drainage-Eng.	1,363.25	HILLTOP ROAD ROW
103972	09/04/24	1452597	HEALTH ADVOCATE SOLUTIONS INC	DOUGLASCOUNT240815 DOUGLASCOUNT240815	100 100	100 100	GENERAL FUND GENERAL FUND	219834 219806	Accrued Emp'e Asst. Plan (EAP) Accrued Advocacy Fees	1,765.20 1,471.00	HEALTH ADVOCATE SERVICES SEPTEMBER HEALTH ADVOCATE SERVICES SEPTEMBER 24
									<b>Total Payment</b>	<b>3,236.20</b>	
103973	09/04/24	1321614	HEALTHCARE MEDICAL WASTE SERVICES	W133683	100	23100	CORONER	442700	Biohazard Waste Removal	161.70	BIOHAZARD WASTE
103974	09/04/24	1032273	HOLCIM-WCR INC	719974195 719959421 719967171	200 200 200	31400 31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	448300 448300 448300	Asphalt & Asphalt Filler Asphalt & Asphalt Filler Asphalt & Asphalt Filler	1,718.30 2,290.39 1,735.77	ASPHALT FOR PAVING PAVING RIDGECREST CIRCLE ASPHALT FOR RIDGECREST CIRCLE
									<b>Total Payment</b>	<b>5,744.46</b>	
103975	09/04/24	1038404	HSS - HOSPITAL SHARED SERVICES	SI20082	240	33215	JUSTICE CNTR FACIL IMPRVMENTS	436600	Other Repair & Maint. Supplies	34,130.00	INTERCOM BOX SALE
103976	09/04/24	1073604	ICON ENGINEERING INC	19063 19063	200 200	800503 800503	EMERGENCY STORM DRAINAGE EMERGENCY STORM DRAINAGE	443600 443600	Other Professional Services Other Professional Services	4,428.00 5,360.00	HIGHLANDS RANCH PARKWAY MANHOLES HIGHLANDS RANCH PARKWAY MANHOLES
									<b>Total Payment</b>	<b>9,788.00</b>	
103977	09/04/24	1490052	JACOBS ENGINEERING GROUP INC	WXYA4800020	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	473100	Roads, St., Drainage-Eng.	1,108.10	W. FRONTAGE RD RELOCATION
103978	09/04/24	1288861	KRAEMER NORTH AMERICA LLC	CI2022021APP22RTNG CI2022021APP22/2023207	235 235	801502 801502	US 85 IMPROVEMENTS US 85 IMPROVEMENTS	211810 467400	Retainage Payable State-CDOT	(156,591.74) 3,131,834.76	US 85 US 85
									<b>Total Payment</b>	<b>2,975,243.02</b>	
103979	09/04/24	1129080	LIGHTING ACCESSORY & WARNING SYSTEMS	24606	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	2,035.00	DUAL BAND RADIO
103980	09/04/24	1329720	LOWNSDALE, JASON	062624-070924	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	162.00	FIRE ASSIGNMENT PER DIEM
103981	09/04/24	1541963	MANNA RESOURCE CENTER	JULY2024TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	5,951.00	JULY SERVICES
103982	09/04/24	1483558	MCINTOSH, MICHAEL	091724-092024PERDIEM	100	21100	SHERIFF ADMINISTRATION	445300	Travel Expense	59.00	RMFBINAA CONFERENCE BLACK HAWK CO
103983	09/04/24	1314168	MCLAUGHLIN COUNSELING	FLEX135281	210	44500	CHILD WELFARE	443200	Legal Services	1,800.00	FLEX/COUNSELING TESTIMONY
103984	09/04/24	1451820	MILDREN, JODI B	070124-080724 070124-080724	210 210	44500 44500	CHILD WELFARE CHILD WELFARE	445300 445300	Travel Expense Travel Expense	40.87 207.70	AUG MILEAGE JULY MILEAGE
									<b>Total Payment</b>	<b>248.57</b>	
103985	09/04/24	1000740	MOTOROLA SOLUTIONS INC	8281952585 8281946845	200 100	31000 19210	FUND ADMIN.-ROAD BRIDGE VEHICLE REPLACEMENT	474350 474350	Capital Com.SystemsRadio Capital Com.SystemsRadio	357.82 4,147.86	COAX CABLE ALL BAND RADIO
									<b>Total Payment</b>	<b>4,505.68</b>	
103986	09/04/24	1600538	NEWELL, JEAN	090824-091124PERDIEM	217	861456	MCH-MATERNAL & CHILD HEALTH	445300	Travel Expense	205.40	MCH CONFERENCE SEATTLE
103987	09/04/24	1152552	PHOENIX SUPPLY LLC	34832	100	21500	DETENTION	433800	Prisoner Maint. Supplies	335.75	INMATE DEODORANT AND SOAP

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103988	09/04/24	1399378	PRCA PROPERTIES INC	2694	100	55250	COUNTY FAIR	447400	Judges/Referees Fee/Fair Rodeo	3,600.00	JUDGING FEE PRCA RODEO
103989	09/04/24	1637166	PROULX, COREY	4	100	21130	EMPLOYEE WELLNESS	443600	Other Professional Services	1,050.00	EMPLOYEE WELLNESS
103990	09/04/24	1415715	Q-MATIC CORPORATION	CA016534	210	44100	ADMINISTRATION BLOCK GRANT	433210	Computer Supplies	641.90	HARDWARE CARE
				SC0020384	210	44100	ADMINISTRATION BLOCK GRANT	433210	Computer Supplies	2,567.59	QMATIC HUB AND ACCESSORIES
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	3,509.28	CORONER HS MANAGED SERVICES
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	2,392.62	CORONER HS HARDWARE REPLACE
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	15,773.46	CORONER HS MANAGED SERVICES
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	10,573.03	CORONER HS QMATIC CARE PLUS
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	20,500.49	CORONER HS QMATIC ORCHESTRA 7
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	6,971.74	CORONER HS HARDWARE REPLACE
				CA016537	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	5,000.00	CORONER HS SMS SERVICES
									<b>Total Payment</b>	<b>67,930.11</b>	
103991	09/04/24	1532307	RMS RECOVERY MONITORING SOLUTIONS	10002741	210	44500	CHILD WELFARE	447500	Other Purchased Services	1,324.00	JULY TESTING
				10002759	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	1,648.00	URINALYSIS TESTING FEES
				10002761	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	194.00	URINALYSIS TESTING FEES
									<b>Total Payment</b>	<b>3,166.00</b>	
103992	09/04/24	1154428	ROCKSOL CONSULTING GROUP INC	517246	230	800425	DAKAN RD OVER W PLUM CK BR	473100	Roads, St., Drainage-Eng.	812.75	DESIGN SERVICES DAKAN RD BRIDGE
103993	09/04/24	1606989	SEEMAN, KAITLYN	092424-092824PERDIEM	220	861611	COMMUNITY RESPONSE TEAM- LEA	445300	Travel Expense	181.70	PER DIEM FOR HEALTH TRAINING CONFERENCE
103994	09/04/24	1000846	SHILOH HOUSE	52003200724DOUG	210	44500	CHILD WELFARE	443600	Other Professional Services	29,044.26	JULY 24 SHILOH BED GUARANTEE
				52003200724DOUG	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	6,853.14	PROFESSIONAL SERVICES
									<b>Total Payment</b>	<b>35,897.40</b>	
103995	09/04/24	1010926	SOUTH METRO FIRE RESCUE AUTHORITY	INV002060	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	9,480.00	SWAT MEDICS FOR TCCC CLASS
103996	09/04/24	1097496	SPRADLIN PRINTING INC	23826	100	55250	COUNTY FAIR	440100	Printing/Copying/Fair Livestoc	182.00	LIVESTOCK SALE FORMS
				23847	100	55250	COUNTY FAIR	433400	OS/Fair Show Mgmt	73.00	OPEN CLASS AWARD POSTERS
									<b>Total Payment</b>	<b>255.00</b>	
103997	09/04/24	1639074	SRN SYSTEMS INC	180072	220	22100	PATROL-LEA	474800	Other Machinery & Equip.	9,703.50	BARRIER SYSTEM
103998	09/04/24	1575890	STRONG CONTRACTORS INC	DC31	330	33190	OTHER GENERAL GOVT. BLDGS.	478300	Major Maint. Repair Projects	40,169.00	ELECTIONS ROOF COATING
103999	09/04/24	1553927	TEAL, GEORGE	080124	100	11100	OFFICE OF THE BOARD	445200	Metro Area Meeting Expense	47.97	REIMBURSE LUNCH
				070224-073124	100	11100	OFFICE OF THE BOARD	445300	Travel Expense	238.39	MILEAGE JULY 2024
									<b>Total Payment</b>	<b>286.36</b>	
104000	09/04/24	1401624	TELLIGEN	INV0000121537	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,203.17	AT RISK/LIFESTYLE COACHING
				INV0000121527	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,614.38	DISEASE MANAGEMENT
				INV0000121540HRA	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	12.00	HEALTH RISK ASSESSMENTS
				INV0000121540WP	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	2,041.66	WELLNESS PORTAL
				INV0000121540PFF	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	84.00	PHYSICIAN FAX FORMS
									<b>Total Payment</b>	<b>4,955.21</b>	
104001	09/04/24	1628764	THE RESOURCEFUL EDUCATOR LLC	080524	217	861624	EARLY CHILDHOOD COUNCIL PDG	443600	Other Professional Services	225.00	DCECC CONTRACTOR
				080524	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	1,710.00	DCECC CONTRACTOR
									<b>Total Payment</b>	<b>1,935.00</b>	
104002	09/04/24	1628093	TIMBERLINE TRAILCRAFT LLC	55718	250	53500	OPEN SPACE	478300	Major Maint. Repair Projects	78,161.63	TRAIL MAINTENANCE
104003	09/04/24	1130970	TO THE RESCUE	JUL24FTA	100	861541	CDOT 5310 GRANT	443600	OPS/2024 To The Rescue	1,140.00	DRCOG 5310 TRANSPORTATION GRANT
104004	09/04/24	1317402	TRINITY SERVICES GROUP INC	3011500137	100	21500	DETENTION	447150	Inmate Meals	15,935.58	INMATE MEALS
				3011500138	100	21500	DETENTION	447150	Inmate Meals	16,344.92	INMATE MEALS
									<b>Total Payment</b>	<b>32,280.50</b>	

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104005	09/04/24	1606621	TWISTED TIMBER	040924	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/FMWRM Wildfire	1,800.00	WILDFIRE MITIGATION
104006	09/04/24	1000990	VANCE BROTHERS INC	C12023020APP2RTNG AF00016066 AF00016065	200 200 200	800100 31400 31400	CONTRACTED MAJOR ROAD MAINT MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	211810 448300 448300	Retainage Payable Asphalt & Asphalt Filler Asphalt & Asphalt Filler	36,742.42 288.00 393.60	2023 GRAVEL RD CHIPSEAL PILOT TACK OIL TACK OIL
									<b>Total Payment</b>	<b>37,424.02</b>	
104007	09/04/24	1559420	VETERAN ENHANCED INC	INV2024100237	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	11,200.00	SERVICE NOW JULY 2024
104008	09/04/24	1109032	WATER & EARTH TECHNOLOGIES INC	5139	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	7,978.11	FLOOD GAUGE O&M
104009	09/04/24	1086808	WEBOLUTIONS INC	INV53633	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	4,600.00	WEBSITE MARKETING
521934	09/03/24	1646690	A & A LANGUAGES LLC	601921	210	44500	CHILD WELFARE	443600	Other Professional Services	80.00	INTERPRETING SERVICES
521935	09/03/24	1301864	AAPEX LEGAL SERVICES LLC	20242132	210	44900	CHILD SUPPORT ENFORCEMENT	443600	Other Professional Services	108.05	TRANSCRIPTION SERVICES
521936	09/03/24	1645646	AD ASTRA ENTERPRISES LLC	1072	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/FMWRM Wildfire	2,500.00	WILDFIRE MITIGATION PROGRAM
521937	09/03/24	1644938	AGENTS OF DISCOVERY INC	SFMM2141918	250	53500	OPEN SPACE	446300	Prof. Membership & Licenses	4,999.00	DISCOVERY APP
521938	09/03/24	1620440	ALLEGIAN MORTUARY TRANSPORT	JULY2024	100	23100	CORONER	443600	Other Professional Services	1,165.00	JULY TRANSPORT
521939	09/03/24	1646770	ASPEN CONCESSIONS COMPANY LTD	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND FOOD VENDOR
521940	09/03/24	1645268	BEECROFT, MARK	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	91.33	REGISTRATION REFUND
521941	09/03/24	1000180	CASTLETON CTR WATER & SANITATION	3595/081524	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	110.54	WATER - TRAFFIC
521942	09/03/24	1002775	COLORADO ALTERNATIVE SENTENCING	091624-091724	100	19700	COMMUNITY JUSTICE SERVICES	446100	Conference,Seminar, Train Fees	50.00	CASP FALL CONFERENCE REGULAR FEE
521943	09/03/24	1606863	COLORADO MASTICATION LLC	081924 08192024	296 296	861572 861572	AMERICAN RESCUE PLAN ACT AMERICAN RESCUE PLAN ACT	447500 447500	PURCH SVCS/FMWRM Wildfire PURCH SVCS/FMWRM Wildfire	5,000.00 2,499.00	WILDFIRE MITIGATION WILDFIRE MITIGATION
									<b>Total Payment</b>	<b>7,499.00</b>	
521944	09/03/24	1583542	COUNTRY LEMONADE	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND FOOD VENDOR
521945	09/03/24	1587760	DESIGN WORKSHOP INC	78769	330	33550	FAIRGROUND LAND and FACILITIES	443600	Other Professional Services	2,450.00	FAIR GROUNDS - ENGINEERING
521946	09/03/24	1645899	DODD, SHARON	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	338.16	REGISTRATION REFUND
521947	09/03/24	1583560	DOWNTOWN FINGERS LLC	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND FOOD VENDOR
521948	09/03/24	1587087	FREYER, BRENT	071524 071524-071924PERDIEM	217 217	861462 861462	CDC INFRASTRUCTURE OPHP CDC INFRASTRUCTURE OPHP	445300 445300	Travel Expense Travel Expense	76.39 268.80	PARKING FOR NEHA CONFERENCE NEHA CONFERENCE PITTSBURGH
									<b>Total Payment</b>	<b>345.19</b>	
521949	09/03/24	1645898	GANDHI, VIVEK & PUNITHA RAJAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	558.04	REGISTRATION REFUND
521950	09/03/24	1645105	HP INC	92725355	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	6,262.80	HP 2-YR FULL-SERVICE COVERAGE
521951	09/03/24	1000535	ID EDGE INC	103095	100	19150	JUSTICE CENTER FACILITY MGMT	433910	Building Security Supplies	952.32	BADGING SUPPLIES
521952	09/03/24	1565347	IMAGEFIRST	264413526	100	23100	CORONER	443600	Other Professional Services	52.07	LAUNDRY SERVICE
521953	09/03/24	1114048	JEFFERSON COUNTY DEPT OF HUMAN SERVICES	JUL2024/081624	210	44500	CHILD WELFARE	443600	Other Professional Services	408.16	JULY COLLAB EXPENSES
521954	09/03/24	1458557	JP NIXON CONSULTING	051524-051824	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	1,341.63	SEARCH SEIZE WASHINGTON, UT

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521955	09/03/24	1001894	KIEWIT INFRASTRUCTURE COMPANY	9100826790	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,414.39	ASPHALT SPIRING CREEK RD
				9100826762	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,423.62	WOODLAND TR PAVING
				9100826688	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,428.59	ANTELOPE TR PAVING
				9100826650	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,452.02	PAVING ANTELOPE TR
				<b>Total Payment</b>							
521956	09/03/24	1245698	KNIGHTS OF COLUMBUS	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
521957	09/03/24	1614661	KONA ICE	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521958	09/03/24	1614886	MARTIN GARAGE DOORS OF COLORADO	54962	250	861601	LINCOLN MOUNTAIN	444700	Other Repair & Maint. Service	219.00	GARAGE DOOR REPAIR- LINCOLN MOUNTAIN
521959	09/03/24	1646225	MCALLISTER, MACKENZIE	DC001650	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
521960	09/03/24	1645876	MCCOSKEY, JOE	DC001283	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521961	09/03/24	1594935	MILE HIGH MOBILE COFFEE LLC	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521962	09/03/24	1556042	MOMENTUM TELECOM INC	499148	295	861350	RMHIDTA TRAINING	442400	Telephone/Communications	118.67	MONTHLY PHONE CHARGES
				499148	295	861305	RMHIDTA INTELLIGENCE	442400	Telephone/Communications	267.01	MONTHLY PHONE CHARGES
				499148	295	861300	RMHIDTA MGMT & COORDINATION	442400	Telephone/Communications	207.68	MONTHLY PHONE CHARGES
				<b>Total Payment</b>							
521963	09/03/24	1645892	MOORE, MICHELLE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	78.88	REGISTRATION REFUND
521964	09/03/24	1002212	NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS INC	24729	221	27100	SCHOOL PROGRAM ADMINISTRATION	446100	Conference,Seminar, Train Fees	13,250.00	ADOLESCENT MENTAL HEALTH TRAINING SROS
				1246863	100	23100	CORONER	443560	Forensic Testing	4,587.00	JULY TOXICOLOGY
521966	09/03/24	1646774	SIMPLY PIZZA	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521967	09/03/24	1000963	SKAGGS COMPANIES INC	100A2428101	220	22100	PATROL-LEA	433500	Clothing & Uniforms	5,295.00	BMW GOLF TOURNAMENT UNIFORMS
521968	09/03/24	1645269	SUMERLIN, JACQUELINE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	44.92	REGISTRATION REFUND
521969	09/03/24	1393284	T-MOBILE USA INC	9576560771	100	23150	MAJOR CRIMES SECTION	443600	Other Professional Services	650.00	TOWER DUMPS
521970	09/03/24	1646775	TACOS AL SABOR	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521971	09/03/24	1614664	THE GOODS LLC	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521972	09/03/24	1280442	UNIFIRST CORPORATION	2260108786	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	59.99	UNIFORMS FOR PARKER
				2260108728	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	152.77	UNIFORMS FOR CASTLE ROCK
				<b>Total Payment</b>							
521973	09/03/24	1057800	UTAH NARCOTIC OFFICERS ASSOCIATION	14	295	861350	RMHIDTA TRAINING	443600	Other Professional Services	4,000.00	UTAH NARCOTIC OFFICER CONFERENCE
521974	09/03/24	1633733	WILLS, MATTHEW	2	100	21130	EMPLOYEE WELLNESS	443600	Other Professional Services	3,000.00	EMPLOYEE WELLNESS
521975	09/03/24	1639653	WING DADDY'S LLC	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521976	09/03/24	1614739	WOODHILL SMALL BATCH BBQ	2024FAIR	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	100.00	SECURITY DEPOSIT REFUND
521977	09/03/24	1613261	YANAM2M	INV1031	217	861456	MCH-MATERNAL & CHILD HEALTH	446100	Conference,Seminar, Train Fees	529.00	PHIR CONFERENCE REGISTRATION
521978	09/03/24	1641431	CENTURY COMMUNITIES	DV2018389	200	200	ROAD AND BRIDGE	221630	Escrow Payable	33,572.25	ESCROW RELEASE
521979	09/03/24	1646513	GRIFFITHS, MATT	DV2023206	200	200	ROAD AND BRIDGE	221630	Escrow Payable	7,818.00	ESCROW RELEASE

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521980	09/03/24	1625149	KING, MAGGIE	070124-080924	210	44500	CHILD WELFARE	445300	Travel Expense	422.43	JULY MILEAGE
				070124-080924	210	44500	CHILD WELFARE	445300	Travel Expense	132.06	AUGUST MILEAGE
									<b>Total Payment</b>	<b>554.49</b>	
521981	09/03/24	1612472	RIDGEWAY, BRANDI LANE	070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	1.61	FAIRGROUNDS CASH AUDIT
				070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	1.07	HEALTH DEPARTMENT CASH AUDIT
				070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	3.75	DSO CASH AUDIT
				070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	3.75	INVESTMENT FUND CASH AUDIT
				070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	26.60	MV HR, HRSS & MV LT CASH AUDIT
				070824-072424	100	15100	FINANCE ADMINISTRATION	445300	Travel Expense	0.67	ELECTIONS CASH AUDIT
						<b>Total Payment</b>	<b>37.45</b>				
521982	09/03/24	1148442	SCHRAMM, BRADLEY	91824-92124PERDIEM	100	21116	REGULATORY TRAINING	445300	Travel Expense	177.00	PERDIEM FOR TRAINING TRIP
521983	09/03/24	1614727	VAN WINKLE, KELLY KIM	071724-071824	100	12400	MOTOR VEHICLE	445300	Travel Expense	11.12	MILEAGE REIMBURSEMENT
521984	09/03/24	1050315	AT&T MOBILITY	521154	100	23150	MAJOR CRIMES SECTION	443600	Other Professional Services	545.00	TOWER DUMPS
<b>Grand Total:</b>										<b>5,022,841.59</b>	

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

EFT

8/27/2024  
9:35:08

<u>Payment Number</u>	<u>Payment Date</u>	<u>Vendor No.</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Fund</u>	<u>Business Unit</u>	<u>Business Unit Description</u>	<u>Object Acct</u>	<u>Account Description</u>	<u>Amount</u>	<u>Remark</u>
200636	08/21/24	1098458	HILL RESEARCH CONSULTANTS	AUG24	100	11600	PUBLIC AFFAIRS	443600	Other Professional Services	21,997.88	ADVANCE FOR POLL OF VOTERS
<b>Grand Total</b>										<u><u>21,997.88</u></u>	

# HANDWRITES

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

8/26/2024  
14:37:38

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
103891	08/27/24	1614769	BOWMAN CONSTRUCTION SUPPLY	BCS179479	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	27,583.42	MUSCLE WALL FOR NORTHWEST TANK
103892	08/27/24	1124105	CITY OF CASTLE PINES	SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	16,145.26	7-24 ROAD AUTO USE TAX SHAREBACK
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	(1,427.38)	6-24 DEDUCT OUT OF TOWN SALES TAX
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	13,937.54	6-24 ROAD SALES TAX SHAREBACK
									<b>Total Payment</b>	<b>28,655.42</b>	
103893	08/27/24	1002875	CITY OF LONE TREE	SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	(5,270.33)	6-24 DEDUCT OUT OF TOWN ST
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	11,875.50	7-24 ROAD AUTO USE TAX SHAREBACK
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	194,548.55	6-24 ROAD SALES TAX SHAREBACK
									<b>Total Payment</b>	<b>201,153.72</b>	
103894	08/27/24	1511763	PARRISH JR, ANTHONY	060524-062824	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	159.06	JUNE MILEAGE
103895	08/27/24	1034688	TOWN OF CASTLE ROCK	SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	65,800.55	7-24 ROAD AUTO USE TAX SHAREBACK
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	321,324.37	6-24 ROAD SALES TAX SHAREBACK
				SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	(11,105.18)	6-24 DEDUCT OUT OF TOWN ST
									<b>Total Payment</b>	<b>376,019.74</b>	
103896	08/27/24	1000945	TOWN OF LARKSPUR	SHAREBACKJUN2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468300	Intergovernmental-Larkspur	16,303.64	6-24 ROAD SALES TAX SHAREBACK
103897	08/27/24	1317402	TRINITY SERVICES GROUP INC	3011500128	100	21500	DETENTION	447150	Inmate Meals	16,188.54	INMATE MEALS
103898	08/27/24	1548343	WEIS, KEITH	081224-081624	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	350.06	ATF PD MTG WEBER, UT
				081224-081624	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	397.96	COUNTERDRUG MTG SUFFOLK, MA
				080724-080824	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	629.44	DTF MEETING WASHINGTON, UT
									<b>Total Payment</b>	<b>1,377.46</b>	
521900	08/22/24	1000067	ALLHEALTH NETWORK	080924	100	73000	OPIOID SETTLEMENT FUND ADMIN	457100	Interagency Contract Services	36,408.50	REGION 12 OPIOID GRANT
521901	08/22/24	1095759	DOUGLAS COUNTY SCHOOL DISTRICT	080924	100	73000	OPIOID SETTLEMENT FUND ADMIN	457100	Interagency Contract Services	62,000.00	REGION 12 OPIOID GRANT
521902	08/22/24	1618216	HARDBEAUTY FOUNDATION	080924	100	73000	OPIOID SETTLEMENT FUND ADMIN	457100	Interagency Contract Services	198,171.00	REGION 12 OPIOID GRANT
521903	08/22/24	1124738	PARKER VALLEY HOPE	080924	100	73000	OPIOID SETTLEMENT FUND ADMIN	457100	Interagency Contract Services	32,500.00	REGION 12 OPIOID GRANT
521904	08/22/24	1645446	SKY RIDE LLC	080924	100	73000	OPIOID SETTLEMENT FUND ADMIN	457100	Interagency Contract Services	32,101.00	REGION 12 OPIOID GRANT
521907	08/26/24	1001087	BLACK HILLS ENERGY	9773152288/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	156.80	125 STEPHANIE PLACE
521908	08/26/24	1443993	CASTLEVIEW BAPTIST CHURCH	SD2023.078CASTLEVIEWCHUR	100	100	GENERAL FUND	221632	Landscape Surety	255,061.16	CASTLEVIEW CHURCH SOUTH
521909	08/26/24	1071946	COLORADO DEPARTMENT OF REVENUE	26366571JANDEC24	100	100	GENERAL FUND	211950	Sales Tax Payable	8,679.11	SALES TAX FAIR 24
				26366571JANDEC24	100	100	GENERAL FUND	211950	Sales Tax Payable	(310.00)	SALES TAX FAIR 24
									<b>Total Payment</b>	<b>8,369.11</b>	
521910	08/26/24	1641233	CRP / AR BROADSTONE STERLING RANCH	SD2023-016BLDG3	100	100	GENERAL FUND	221632	Landscape Surety	25,147.40	BUILDING 3 SURETY RETURN
521911	08/26/24	1631087	RATHOD MOHAMEDBHAI LLC	092923	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	75,000.00	INSURANCE CLAIM
521912	08/26/24	1071945	TOWN OF CASTLE ROCK	2024FAIR	100	100	GENERAL FUND	211950	Sales Tax Payable	(200.00)	2024 BEER GARDEN VENDOR FEE
				2024FAIR	100	100	GENERAL FUND	211950	Sales Tax Payable	8,839.19	2024 BEER GARDEN SALES
									<b>Total Payment</b>	<b>8,639.19</b>	

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
521913	08/26/24	1001087	BLACK HILLS ENERGY	3257275256/081224	100	55200	FAIRGROUND OPERATIONS	450220	Gas	176.73	EVENTS CENTER
521914	08/26/24	1001087	BLACK HILLS ENERGY	2915708002/081224	100	55200	FAIRGROUND OPERATIONS	450220	Gas	209.49	KIRK HALL
521915	08/26/24	1001087	BLACK HILLS ENERGY	8021071449/081224	100	55200	FAIRGROUND OPERATIONS	450220	Gas	25.26	FAIRGROUND
521916	08/26/24	1001087	BLACK HILLS ENERGY	4504228038/081224	100	55200	FAIRGROUND OPERATIONS	450220	Gas	33.92	301 LEWIS
521917	08/26/24	1001087	BLACK HILLS ENERGY	3099396829/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	142.74	HEALTH DEPT
521918	08/26/24	1001087	BLACK HILLS ENERGY	3652893639/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	25.26	104 4TH ST
521919	08/26/24	1001087	BLACK HILLS ENERGY	7233076932/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,150.74	100 3RD
521920	08/26/24	1001116	XCEL ENERGY	5319854772/081624	100	19100	FACILITIES ADMINISTRATION	450210	Electric	90.39	HHRP
521921	08/26/24	1001116	XCEL ENERGY	5340381811/081624	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,491.19	HHRP
				5340381811/081624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	77.91	HHRP
									<b>Total Payment</b>	<b>1,569.10</b>	
521922	08/26/24	1001116	XCEL ENERGY	5340381888/081424	100	19100	FACILITIES ADMINISTRATION	450210	Electric	200.75	HHRP LIGHTS
521923	08/26/24	1001116	XCEL ENERGY	5340380616/081424	100	19100	FACILITIES ADMINISTRATION	450210	Electric	232.17	HHRP
521924	08/26/24	1001116	XCEL ENERGY	5341164978/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	768.29	NW FACILITIES
				5341164978/082024	100	19100	FACILITIES ADMINISTRATION	450220	Gas	50.89	NW FACILITIES
									<b>Total Payment</b>	<b>819.18</b>	
521925	08/26/24	1001116	XCEL ENERGY	5397826603/082024	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450210	Electric	9,220.81	HRSS
				5397826603/082024	100	19175	HIGHLANDS RANCH SUBSTATION FAC	450220	Gas	1,486.26	HRSS
									<b>Total Payment</b>	<b>10,707.07</b>	
521926	08/26/24	1001116	XCEL ENERGY	5319739830/081924	100	19100	FACILITIES ADMINISTRATION	450220	Gas	50.89	WILDCAT
521927	08/26/24	1001116	XCEL ENERGY	5340382016/081624	100	19100	FACILITIES ADMINISTRATION	450210	Electric	835.49	WILDCAT
521928	08/26/24	1001116	XCEL ENERGY	5300104521330/081924	100	19100	FACILITIES ADMINISTRATION	450210	Electric	288.51	MOORE RD
				5300104521330/081924	100	19100	FACILITIES ADMINISTRATION	450220	Gas	184.04	MOORE RD
									<b>Total Payment</b>	<b>472.55</b>	
521933	08/26/24	1131667	MILLS, DEBORAH M	061824-062224	100	55200	FAIRGROUND OPERATIONS	445300	Travel Expense	1,717.57	SCALABILITY CONFERENCE
									<b>Grand Total:</b>	<b>1,419,454.46</b>	

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**MEETING DATE:** September 10, 2024

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

**DESCRIPTION:** Approval of Vouchers September 10, 2024

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

Vouchers	\$ 2,368,421.09
Electronic Funds Transfers	\$
Handwritten Checks	\$ 443,151.70
Purchasing Card Charges	\$
Election Judges	\$
<b>TOTAL:</b>	<b>\$ 2,811,572.79</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	9/3/2024
Jeff Garcia	Approve	9/5/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**  
09.10.24 BOCC

# VOUCHERS

R55AP001

**DOUGLAS COUNTY GOVERNMENT  
Payment Register Report**

9/3/2024  
10:50:29

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
104013	09/11/24	53 CORPORATION LLC	8162401	200	800506	STORMWATER PRIORITY PROJECTS	473200	Roads, St., Drainage-Contr	27,609.00	PINERY OUTFALL CLEANING
104014	09/11/24	ADAMS, CHELSEA I	081224-082824	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	211.65	MILEAGE REIMBURSEMENT
104015	09/11/24	ALERT MEDIA INC	INV19399	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	7,108.80	HEALTH EMERGENCY NOTIFICATION
104016	09/11/24	ALL ANIMAL RECOVERY	2258	100	32100	WASTE TRANSFER SITES	443600	Other Professional Services	4,275.00	ANIMAL RECOVERY
104017	09/11/24	ALLHEALTH NETWORK	2040	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	33,513.59	JUL 2024 SERVICES
			2008	100	861551	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	29,681.60	JUN 2024 SERVICES
								<b>Total Payment</b>	<b>63,195.19</b>	
104018	09/11/24	AON CONSULTING INC	M100613845	100	100	GENERAL FUND	219802	Accrued Consulting Fees	33,800.00	Q3 2024 BENEFITS CONSULTING
104019	09/11/24	ARAPAHOE COUNTY HUMAN SERVICES	1B4N297/082924	210	44200	NON-BLOCK GRANT ASSISTANCE	382250	Human Services Refunds	25.00	CROSS COUNTY CLAIM
104020	09/11/24	ATKINSREALIS USA INC	2023627	230	800202	BAYOU GULCH RD-PRADERA TO SCOT	473200	Road-St Drainage Construction	534.93	CONSTRUCTION MANAGEMENT SERVICES BAYOU GULCH RD
			2024031	230	800205	C470 TRAIL OVER YOSEMITE BRIDG	443600	Other Professional Services	1,621.24	CONSTRUCTION MANAGEMENT SERVICES C470/YOSEMITE
								<b>Total Payment</b>	<b>2,156.17</b>	
104021	09/11/24	ATTWOOD PUBLIC AFFAIRS	1839	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	6,250.00	LOBBYING SERVICES
104022	09/11/24	AUTOAUTO WASH LLC	WO54324A	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	597.32	SERVICE CAR WASH - PARKER
			WO54324	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	600.00	SERVICE CAR WASH
			WO54289	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	451.25	SERVICE CAR WASH
								<b>Total Payment</b>	<b>1,648.57</b>	
104023	09/11/24	AUTOMATED BUILDING SOLUTIONS	10130550	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	2,485.00	INSTALL VACUUM SYSTEM
104024	09/11/24	BUILT FOR TEAMS INC	2319	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	14,600.00	WORKSMART ONBOARDING
104025	09/11/24	CEMEX MATERIALS INC	9450572349	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	7,425.18	BULK CEMENT
104026	09/11/24	CENTENNIAL CONCRETE & WATERPROOFING LLC	5209	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444700	Other Repair & Maint. Service	1,605.00	CONCRETE REPAIRS
104027	09/11/24	CENTER COPY BOULDER, INC.	67860	100	14100	ASSESSOR ADMINISTRATION	433400	Operating Supplies	74.00	BUSINESS CARDS
104028	09/11/24	CHANDLER ASSET MANAGEMENT INC	2407DOUGLASC	100	13100	TREASURER	443150	Acctg & Financial Services	10,958.33	JUL 2024 INVESTMENT ADVISOR FEE
104029	09/11/24	CHARM-TEX INC	371718IN	100	21500	DETENTION	433900	Janitorial Supplies	634.92	DETENTION SUPPLIES
104030	09/11/24	CHATO'S CONCRETE LLC	72024	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	7,500.00	FLAGGING SERVICES
104031	09/11/24	COLORADO COMMUNITY MEDIA	118324	100	30300	STORMWATER MANAGEMENT	440200	Newspaper Notices/Advertising	1,296.92	AUG 2024 STORMWATER
104032	09/11/24	COLORADO DEPARTMENT OF PUBLIC HEALTH	LAB2024000000002151	250	807011	SANDSTONE RANCH	443600	Other Professional Services	428.00	TESTING AT SANDSTONE
104033	09/11/24	CORE ELECTRIC COOPERATIVE	21882401/082024	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	40,153.07	4000 JUSTICE WAY
104034	09/11/24	CORE ELECTRIC COOPERATIVE	95629967/082024	100	19100	FACILITIES ADMINISTRATION	450210	Electric	23.45	125 STEPHANIE PL
104035	09/11/24	CORE ELECTRIC COOPERATIVE	85017301/082124	200	31400	MAINTENANCE OF CONDITION	450210	Electric	110.72	SEDALIA SHOP
104036	09/11/24	CORE ELECTRIC COOPERATIVE	43469900/082024	100	32100	WASTE TRANSFER SITES	450210	Electric	49.65	7826 COUNTY RD 67
104037	09/11/24	CORE ELECTRIC COOPERATIVE	21882301/082024	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	44,285.61	4000 JUSTICE WAY

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
104038	09/11/24	CROSS LINE CONSTRUCTION	2410.01	240	870068	DA REMODEL	472300	Improvements	335,060.00	DISTRICT ATTORNEY REMODEL
			2318.09	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	472300	Improvements	12,318.50	CLERK OF COURTS REMODEL
								<b>Total Payment</b>	<b>347,378.50</b>	
104039	09/11/24	DLH ARCHITECTURE LLC	23183	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	443600	Other Professional Services	10,041.53	DESIGN SERVICES - DISTRICT ATTORNEY OFFICES
104040	09/11/24	ENVIROTECH SERVICES INC	CD202418103	200	31400	MAINTENANCE OF CONDITION	448800	Dust Suppressant	15,336.72	SOIL STABILIZATION MATERIAL
104041	09/11/24	FAMILY TREE	DRAWDOWN 7	210	44950	HOUSING AND URBAN DEVELOPMENT	443600	Other Professional Services	80,027.80	JUN 2024 DRAWDOWN
104042	09/11/24	FEHR & PEERS	177647	235	861606	TRANSIT AND MULTI-MODAL STUDY	443400	General Engineering Services	45,886.25	TRANSIT & MULTIMODAL STUDY
104043	09/11/24	FRENCH, JA'DAE	071624-082224	210	44500	CHILD WELFARE	445300	Travel Expense	148.67	JUL 2024 MILEAGE REIMBURSEMENT
			071624-082224	210	44500	CHILD WELFARE	445300	Travel Expense	168.97	AUG 2024 MILEAGE REIMBURSEMENT
								<b>Total Payment</b>	<b>317.64</b>	
104044	09/11/24	FRONTIER FIRE PROTECTION	66143A	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	18.00	ANNUAL INSPECTION
104045	09/11/24	GADES SALES COMPANY INC	86784IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436350	Traffic-School Flasher Parts	885.88	RAILROAD SIGNAL EQUIPMENT
104046	09/11/24	GARNHART, MADELYNN	071524-071924PERDIEM	217	861462	CDC INFRASTRUCTURE OPHP	445300	Travel Expense	268.80	NATIONAL ENVIRONMENTAL HEALTH ASSOCIATION CONFERENCE, PITTSBURGH, PA
104047	09/11/24	GIAUQUE, NICKIE	092924-100324PERDIEM	100	51100	PARK MAINTENANCE	445300	Travel Expense	160.00	OPENGOV TRANSFORM CONFERENCE, ARLINGTON, TX
104048	09/11/24	GROUND ENGINEERING CONSULTANTS INC	24414404	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	47,665.00	MATERIAL TESTING AND CONSTRUCTION INSPECTION SERVICES
104049	09/11/24	HELENA AGRI ENTERPRISES	140518471	200	31550	WEED CONTROL	433400	Operating Supplies	18,610.80	INVASIVE WEED SUPPLIES
104050	09/11/24	HOLCIM-WCR INC	719998488	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	815.85	ASPHALT FOR PATCHING
			720005559	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	17,913.49	ROAD BASE SOUTHEAST STOCK
			720005558	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	367.41	ASPHALT FOR PATCHING
			720005560	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	27,055.14	ROAD BASE SOUTHEAST STOCK
			720012403	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	735.52	ASPHALT FOR PATCHING
			719981389	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	350.08	CONCRETE SAND
								<b>Total Payment</b>	<b>47,237.49</b>	
104051	09/11/24	HOLLAND SIGNS INC	24355	200	31400	MAINTENANCE OF CONDITION	474800	Other Machinery & Equip.	12,084.00	LIGHT TOWER
104052	09/11/24	HUMANE SOCIETY OF PIKES PEAK	SEP2024	100	55500	ANIMAL CONTROL	447460	Animal Control Services	42,233.33	SEP 2024 ANIMAL SERVICES
104053	09/11/24	J & A TRAFFIC PRODUCTS	38372	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	787.50	SAFLECTOR SLEEVE
104054	09/11/24	KALIHER, MEGHAN	090424-090624PERDIEM	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	104.30	STRENGTHENING FAMILIES COLORADO FAMILIES & COMMUNITIES CONFERENCE, KEYSTONE, CO
104055	09/11/24	LEXISNEXIS RISK SOLUTIONS	161687020240531	100	21350	TECHNOLOGY SECTION	444550	Software/Hardware Subscription	31,907.03	ANNUAL SOFTWARE RENEWAL
104056	09/11/24	LIGHTING ACCESSORY & WARNING SYSTEMS	24687	220	822110	SWAT TEAM	433710	Firearm Accessories	328.27	LIGHTS FOR SWAT MEDICS FIREARM
			24631	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,235.00	VEHICLE UPFIT
			24133	220	22100	PATROL-LEA	449056	Fleet Maintenance	861.00	VEHICLE UPFIT
								<b>Total Payment</b>	<b>3,424.27</b>	
104057	09/11/24	M GILMORE ELECTRIC LLC	3936	220	22100	PATROL-LEA	443600	Other Professional Services	3,200.00	MOBILE COMMAND CENTER ELECTRICAL SERVICE
			3936	220	22100	PATROL-LEA	438800	C.A.-Other Equipment	6,175.00	MOBILE COMMAND CENTER ELECTRICAL MATERIALS
							<b>Total Payment</b>	<b>9,375.00</b>		

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104058	09/11/24	MAES, KIRA	090424-090624PERDIEM	210	44500	CHILD WELFARE	445300	Travel Expense	134.30	STRENGTHENING FAMILIES COLORADO FAMILIES & COMMUNITIES CONFERENCE, KEYSTONE, CO
104059	09/11/24	MOTOROLA SOLUTIONS INC	8281941235	220	22120	FLEET - LEA	474350	Capital Com.SystemsRadio	74,168.48	8 ALL BAND RADIOS
104060	09/11/24	MYTHICS LLC	222686	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	2,397.67	MAY-AUG 2024 ORACLE DATABASE
104061	09/11/24	OLDCASTLE INFRASTRUCTURE	110314137	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	18,200.00	INLET FOR ICE MITIGATION PROJECT
104062	09/11/24	OLSON, AARON	062424-062424	210	44500	CHILD WELFARE	445300	Travel Expense	28.01	JUN 2024 MILEAGE REIMBURSEMENT
			071624-072924	210	44500	CHILD WELFARE	445300	Travel Expense	50.11	CLIENT TRANSPORTATION, GRAND JUNCTION, CO
			071624-072924	210	44500	CHILD WELFARE	445300	Travel Expense	52.39	JUL 2024 MILEAGE REIMBURSEMENT
			071624-072924	210	44500	CHILD WELFARE	445300	Travel Expense	2.39	CLIENT TRANSPORTATION, GRAND JUNCTION, CO
			071624-072924	210	44500	CHILD WELFARE	445300	Travel Expense	22.85	CLIENT TRANSPORTATION, GRAND JUNCTION, CO
								<b>Total Payment</b>	<b>155.75</b>	
104063	09/11/24	PARAGON 28 INC	2024REBATE	100	65500	ECONOMIC DEVELOPMENT SERVICES	453250	BPPT Rebate	16,701.03	2023 BUSINESS TAX REBATE
104064	09/11/24	PARRISH JR, ANTHONY	070124-073024	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	161.94	MILEAGE REIMBURSEMENT
104065	09/11/24	PEAK OFFICE FURNITURE INC	74695	330	33190	OTHER GENERAL GOVT. BLDGS.	438400	C.A.-Furniture/Office Systems	2,806.00	STOCK FURNITURE
			74693	330	33190	OTHER GENERAL GOVT. BLDGS.	438400	C.A.-Furniture/Office Systems	4,504.00	STOCK FURNITURE
			74689	330	33190	OTHER GENERAL GOVT. BLDGS.	438400	C.A.-Furniture/Office Systems	2,007.50	OFFICE FURNITURE
								<b>Total Payment</b>	<b>9,317.50</b>	
104066	09/11/24	PINERY WATER DISTRICT	8082024	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	3,714.85	BULK WATER ROAD MAINTENANCE
			7092024	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	3,437.99	BULK WATER ROAD MAINTENANCE
								<b>Total Payment</b>	<b>7,152.84</b>	
104067	09/11/24	PRO FORCE LAW ENFORCEMENT	554901	100	22500	IMPACT UNIT/LEA	433700	Firearm Supplies	305.30	FIREARM PARTS
104068	09/11/24	PROVOKE SOLUTIONS LLC	50402	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	22,200.00	NINTEX 2024 WORKFLOWS
104069	09/11/24	RAPTORWORX LLC	1019	230	800434	BROADWAY/HRP INTERSECTION	443600	Other Professional Services	4,980.00	PAVEMENT CONDITION INDEX SURVEY
104070	09/11/24	RESCUE ESSENTIALS	1051323	285	21205	ASSET FORFEIT - FED JUSTICE	433450	First Aid Supplies	17,402.74	PATROL FIRST AID SUPPLIES/KIT
			1050984	100	21500	DETENTION	433400	Operating Supplies	313.50	DETENTION SUPPLIES
								<b>Total Payment</b>	<b>17,716.24</b>	
104071	09/11/24	ROCKSOL CONSULTING GROUP INC	517254	230	800998	US HWY 85 IMPROVEMENTS	443600	Other Professional Services	179,488.67	DESIGN SERVICES - US 85
104072	09/11/24	RS & H INC	102401790006R	235	801507	SAFER MAIN STREETS PROJECTS	443600	Other Professional Services	19,025.36	C-470 TRAIL OVER UNIVERSITY PROJECT
104073	09/11/24	RUSH TRUCK LEASING, DENVER	3038510254	220	822110	SWAT TEAM	444300	Equipment Rental	772.50	TRUCK RENTAL
			3038500476	220	822110	SWAT TEAM	444300	Equipment Rental	772.50	TRUCK RENTAL
								<b>Total Payment</b>	<b>1,545.00</b>	
104074	09/11/24	SAFETY AND CONSTRUCTION SUPPLY	15123IN	100	30200	ENGINEERING	433400	Operating Supplies	642.50	SURVEY PAINT
104075	09/11/24	SEDALIA WATER & SANITATION DISTRICT	081924	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Sedalia	102,332.50	ARPA REIMBURSEMENT
104076	09/11/24	SHILOH HOUSE	53503100924DOUGCOMM	210	44500	CHILD WELFARE	451100	Building/Land Lease/Rent	699.60	SEP 2024 RENT
104077	09/11/24	SHUMS CODA ASSOCIATES	18218	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR WITNESS TEST
			18210	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	400.00	ELEVATOR WITNESS TEST
			18209	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	500.00	ELEVATOR WITNESS TEST
			18208	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	3,400.00	ELEVATOR WITNESS TEST
								<b>Total Payment</b>	<b>4,500.00</b>	
104078	09/11/24	SIGN SOLUTIONS USA	413185	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	2,470.00	SIGN FACES

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104079	09/11/24	SOURCE OFFICE & TECHNOLOGY	49491931	100	14100	ASSESSOR ADMINISTRATION	433200	Office Supplies	1,527.65	OFFICE SUPPLIES
104080	09/11/24	SOURCENOW	INVSN2379	100	21125	SUPPORT SERVICES	433210	Computer Supplies	1,264.52	TONER FOR PRINTERS
104081	09/11/24	SOURCES INC	51694	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	562.68	CLOTHING & UNIFORMS
			51694	200	31400	MAINTENANCE OF CONDITION	447500	Other Purchased Services	58.50	EMBROIDERY
			51662	100	19700	COMMUNITY JUSTICE SERVICES	433500	Clothing & Uniforms	36.48	CLOTHING & UNIFORMS
			51628	100	19125	FACILITIES MANAGEMENT	433500	Clothing & Uniforms	196.16	CLOTHING & UNIFORMS
								<b>Total Payment</b>	<b>853.82</b>	
104082	09/11/24	SPRADLIN PRINTING INC	23810	100	55250	COUNTY FAIR	440100	Printing/Copying/Fair Livestoc	241.00	BIDDER CARDS
			23827	100	55250	COUNTY FAIR	440100	Printing/Copying/Fair Livestoc	363.00	BILLS OF SALE
								<b>Total Payment</b>	<b>604.00</b>	
104083	09/11/24	TAILOR STUDIO	11234	100	21650	CSV PROGRAM	433500	Clothing & Uniforms	3.00	UNIFORM ALTERATIONS
			11234	100	22270	HR DIVISION ADMIN	433500	Clothing & Uniforms	18.00	UNIFORM ALTERATIONS
			11234	100	21500	DETENTION	433500	Clothing & Uniforms	9.00	UNIFORM ALTERATIONS
			11234	100	21150	PROFESSIONAL STANDARDS	433500	Clothing & Uniforms	72.00	UNIFORM ALTERATIONS
			11234	100	21125	SUPPORT SERVICES	433500	Clothing & Uniforms	12.00	UNIFORM ALTERATIONS
			11234	100	22100	PATROL-LEA	433500	Clothing & Uniforms	153.00	UNIFORM ALTERATIONS
			11234	100	824100	SORT TEAM	433500	Clothing & Uniforms	24.00	UNIFORM ALTERATIONS
			11234	100	21100	SHERIFF ADMINISTRATION	433500	Clothing & Uniforms	24.00	UNIFORM ALTERATIONS
			11234	100	27250	DCSD ELEMENTARY SRO PROG	433500	Clothing & Uniforms	15.00	UNIFORM ALTERATIONS
			11234	100	27150	SCHOOL RESOURCE OFFICERS	433500	Clothing & Uniforms	12.00	UNIFORM ALTERATIONS
								<b>Total Payment</b>	<b>342.00</b>	
104084	09/11/24	TECHNO RESCUE LLC	20000	275	32500	SOLID WASTE DISPOSAL	450240	Waste Disposal Services	15,989.13	ELECTRONICS RECYCLING
104085	09/11/24	THOMAS, AMY	070124-082724	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	487.35	AUG 2024 MILEAGE REIMBURSEMENT
			070124-082724	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	314.10	JUL 2024 MILEAGE REIMBURSEMENT
								<b>Total Payment</b>	<b>801.45</b>	
104086	09/11/24	TOWN OF PARKER	1004702	230	800833	TRAFFIC COMM./FIBER/CCTV O&M	468400	Intergovernmental-Parker	200,000.00	HESS RD/TAMMY LN TRAFFIC SIGNAL IGA
104087	09/11/24	TRANS AERO LIMITED	3496A1	100	21825	COOPERATORS INCIDENTS	447510	Emergency Response Services	72,510.16	HELICOPTER SERVICES
104088	09/11/24	TRINDLE, MICHAEL A	090324-090624PERDIEM	100	21135	COLD CASE UNIT	445300	Travel Expense	165.90	COLORADO ASSOCIATION OF SEX CRIMES INVESTIGATORS CONFERENCE, SNOWMASS VILLAGE, CO
104089	09/11/24	UBEO BUSINESS SERVICES	4596476	200	16200	PLANNING & ZONING SERVICES	433400	Operating Supplies	17.78	MAINTENANCE CONTRACT
			4596476	200	30200	ENGINEERING	433400	Operating Supplies	17.78	MAINTENANCE CONTRACT
								<b>Total Payment</b>	<b>35.56</b>	
104090	09/11/24	UNION PACIFIC RAILROAD COMPANY	90138205	230	800302	US85 CORRIDOR IMPROVEMENTS	467400	State-CDOT	3,205.10	US 85 REVIEW
104091	09/11/24	VARNER, JESSICA	071524-071924PERDIEM	217	861462	CDC INFRASTRUCTURE OPHP	445300	Travel Expense	268.80	NATIONAL ENVIRONMENTAL HEALTH ASSOCIATION CONFERENCE, PITTSBURGH, PA
104092	09/11/24	WEBOLUTIONS INC	INV53654	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	1,980.00	PUBLIC AFFAIRS WEB IMPROVEMENT
			INV53628	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	6,575.00	WEB HOSTING & SUPPORT
								<b>Total Payment</b>	<b>8,555.00</b>	
104093	09/11/24	WELLS FARGO BANK - GOVERNMENT	JUL2024PRTF	297	19230	PROPERTY TAX RELIEF	443550	Banking Service Fees	156,613.52	JUL 24 BANK FEES - PROPERTY TAX RELIEF
104094	09/11/24	WELLS FARGO BANK - GOVERNMENT	JUL2024	295	861350	RMHIDTA TRAINING	443550	Banking Service Fees	37.82	JUL 24 BANK FEES
104095	09/11/24	WELLS FARGO BANK - GOVERNMENT	JULY 2024/2024095	100	13100	TREASURER	443550	Banking Service Fees	2,271.86	JUL 24 BANK FEES
104096	09/11/24	WELLS FARGO BANK - GOVERNMENT	JUL2024/SOC	210	44500	CHILD WELFARE	443550	Banking Service Fees	28.33	JUL 24 BANK FEES

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104097	09/11/24	WESTERN PAPER DISTRIBUTORS	4930254	100	19150	JUSTICE CENTER FACILITY MGMT	433900	Janitorial Supplies	4,312.07	JANITORIAL SUPPLIES
522006	09/10/24	ALLISON, WALTER	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	13.64	REGISTRATION REFUND
522007	09/10/24	AMBATI, SHIVA KUMAR	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	59.07	REGISTRATION REFUND
522008	09/10/24	ATTP ALL TRUCK & TRAILER PARTS	009P938081 9P1169413 9P938081A	100 100 100	19910 19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE	436200 436200 436200	Equip. & Motor Vehicle Parts Equip. & Motor Vehicle Parts Equip. & Motor Vehicle Parts	(1,268.75) 6,111.17 (1,626.25)	CREDIT MEMO FOR RETURN TRANSMISSION CREDIT MEMO FOR RETURN
								<b>Total Payment</b>	<b>3,216.17</b>	
522009	09/10/24	BALDERRAME, BRENDA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
522010	09/10/24	BARNES, DENISE	080124-081524	100	12400	MOTOR VEHICLE	445300	Travel Expense	16.08	MILEAGE REIMBURSEMENT
522011	09/10/24	BARRINEAU, ADAM	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	320.46	REGISTRATION REFUND
522012	09/10/24	CATALIS COURTS & LAND RECORDS, LLC	INV308323322	100	871000	E-RECORDING	444500	Software/Hardware Supp./Maint.	13,059.00	COURT CMS SOFTWARE MAINTENANCE AND SUPPORT
522013	09/10/24	CHRISTENSEN CPA , NEAL	OCTOBER2024	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	240.00	BOOKKEEPER TRAINING
522014	09/10/24	CLASSICAL HORSE CLUB	DC001725	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	284.88	SECURITY DEPOSIT REFUND
522015	09/10/24	COLORADO EARLY CHILDHOOD CONSULTING LLC	1158	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	270.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
522016	09/10/24	COLORADO PAINT COMPANY	90071301	200	31600	ENG - TRAFFIC SIGNS/STRIPING	448500	Paint & Road Striping	36,300.00	YELLOW TRAFFIC PAINT
522017	09/10/24	CRAFCO INC	9403215318	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	27,141.55	CRACK SEALANT
522018	09/10/24	DENVER GREENLIGHT INC	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	56.86	REGISTRATION REFUND
522019	09/10/24	DOMINION WATER AND SANITATION DISTRICT	1008	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Dominion	9,337.84	LOUVIERS PIPELINE PROJECT
522020	09/10/24	DONALD, CONSTANCE M & ROBERT E	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	218.62	REGISTRATION REFUND
522021	09/10/24	DOUGLAS COUNTY FAIR FOUNDATION	061524THOMAS	100	11100	OFFICE OF THE BOARD	465400	Community Programs/Sponsorship	70.00	2024 FAIR WINDOW PAINTING
522022	09/10/24	DUCKS UNLIMITED INC	DC001600	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
522023	09/10/24	EWING IRRIGATION PRODUCTS INC	23044452	100	60100	NATURAL RESOURCES	433400	Operating Supplies	89.96	SPRINKLER REPAIR - ORCHARD
522024	09/10/24	GHENT, JASON A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	651.71	REGISTRATION REFUND
522025	09/10/24	GONZALEZ, SAUL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	356.73	REGISTRATION REFUND
522026	09/10/24	HAAG, PAMELA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	32.57	REGISTRATION REFUND
522027	09/10/24	HAMILTON, JEFFREY A	082024	100	11300	BOARD OF EQUALIZATION	447500	Other Purchased Services	340.00	ABATEMENT HEARING
522028	09/10/24	HARDY, JAY AND STEPHANIE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	228.60	REGISTRATION REFUND
522029	09/10/24	HBS	FR4512209	250	807011	SANDSTONE RANCH	450240	Waste Disposal Services	245.38	TRASH SERVICE - SANDSTONE
522030	09/10/24	HIGHLANDS RANCH LAW ENFORCEMENT	DCSO24G101	100	21116	REGULATORY TRAINING	446500	Other Training Services	3,000.00	TRAINING SERVICES
522031	09/10/24	IMAGEFIRST	264460018	100	23100	CORONER	443600	Other Professional Services	53.70	LAUNDRY SERVICE
522032	09/10/24	KAUFMAN, GERRITT	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	129.92	REGISTRATION REFUND

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522033	09/10/24	KELLEY, COURTNEY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,065.46	REGISTRATION REFUND
522034	09/10/24	KENNEDY, MICHELE A	090324-090624PERDIEM	100	21135	COLD CASE UNIT	445300	Travel Expense	165.90	COLORADO ASSOCIATION OF SEX CRIMES INVESTIGATORS CONFERENCE, SNOWMASS VILLAGE, CO
522035	09/10/24	KHANZADEH, MOHAMMED	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	32.17	REGISTRATION REFUND
522036	09/10/24	KIEWIT INFRASTRUCTURE COMPANY	9100827950	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	6,005.18	SPRING CREEK RD PAVING
522037	09/10/24	KLEIN, JASON H	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	547.16	REGISTRATION REFUND
522038	09/10/24	KROHN, KEEGAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,133.24	REGISTRATION REFUND
522039	09/10/24	LIFELOC TECHNOLOGIES INC	402409	221	27476	SRO-PLATTE RIVER ACADEMY	433930	Operating Equip. Accessories	424.06	PLATTE RIVER ACADEMY RESOURCE OFFICER SUPPLIES
			402409	221	27477	SRO - ARMA DEI ACADEMY	433930	Operating Equip. Accessories	424.06	ARMA DEI ACADEMY RESOURCE OFFICER SUPPLIES
			402409	221	27426	SRO - PARKER CORE KNOWLEDGE	433930	Operating Equip. Accessories	424.07	PARKER CORE KNOWLEDGE RESOURCE OFFICER SUPPLIES
							<b>Total Payment</b>		<b>1,272.19</b>	
522040	09/10/24	LOWERY, ASHLEY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	241.45	REGISTRATION REFUND
522041	09/10/24	LYON, DAVID JOHN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	207.94	REGISTRATION REFUND
522042	09/10/24	MARTIN GARAGE DOORS OF COLORADO INC	54979	250	861601	LINCOLN MOUNTAIN	444700	Other Repair & Maint. Service	612.50	OPENER - SMALL BARN LINCOLN MTN
522043	09/10/24	MASON, RANDALL J	MV REFUND/082224	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	429.42	REGISTRATION REFUND
522044	09/10/24	MCPHERSON, JODI AILEEN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	253.82	REGISTRATION REFUND
522045	09/10/24	NGUYENLOC, FRANK	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	392.13	REGISTRATION REFUND
522046	09/10/24	O'BRIEN'S CAFE	DC001597	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
522047	09/10/24	PATEL, RASHMIBADU	082724	210	44250	FOOD ASSISTANCE PROGRAM	382250	Human Services Refunds	14.00	CLAIM OVERPAYMENT REFUND
522048	09/10/24	PHIL LONG FORD OF DENVER LLC	189928	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	63,453.00	2024 FORD TRANSIT VAN
522049	09/10/24	PIECHOWSKI, HEATHER N & MUKAVETZ, JOHN K	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
522050	09/10/24	R ADAMS & ASSOCIATES LLC	0001TRAVEL	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	2,586.23	DEPARTMENT TRAINING SERVICES
			0001TRAVEL	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference,Seminar, Train Fees	157.71	DEPARTMENT TRAINING SERVICES
							<b>Total Payment</b>		<b>2,743.94</b>	
522051	09/10/24	RENTER, JASON PAUL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	581.62	REGISTRATION REFUND
522052	09/10/24	ROXBOROUGH WATER & SANITATION DISTRICT	7130848/082324	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	144.50	8500 MOORE RD
522053	09/10/24	SAINZ, ELENA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	34.51	REGISTRATION REFUND
522054	09/10/24	SHAH, ANKIT	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	142.11	REGISTRATION REFUND
522055	09/10/24	SHERIDAN BUCKLE COMPANY LLC	D53982	100	55250	COUNTY FAIR	433500	Clothing & Unif/Fair Brd Admin	399.90	2024 END OF YEAR FAIR AWARDS
522056	09/10/24	SKAGGS COMPANIES INC	100A2448761	220	22100	PATROL-LEA	433500	Clothing & Uniforms	360.00	UNIFORM SHIRTS

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522057	09/10/24	SUNSTATE EQUIPMENT COMPANY LLC	12687436001	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	105.42	PROPANE
522058	09/10/24	SWOPE, JASON	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	66.44	REGISTRATION REFUND
522059	09/10/24	TEAGUE JR., KENNETH A	073124-073124	100	21500	DETENTION	445300	Travel Expense	16.75	MILEAGE REIMBURSEMENT
522060	09/10/24	THAPA, PUJA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	471.05	REGISTRATION REFUND
522061	09/10/24	TRAINING COLLABORATIVE LLC	1007	210	44500	CHILD WELFARE	443600	Other Professional Services	500.00	CONSULTING SERVICES
522062	09/10/24	TRANSWEST TRUCK TRAILER RV	15396074	100	19910	FLEET MAINTENANCE	444200	Repairs-Equip./Motor Vehicle	9,287.64	FORK LIFT TRUCK REPAIR
522063	09/10/24	TREANTOS, TAYLOR	062824-062824	100	21500	DETENTION	446450	Conference Hosting Expenses	117.81	TRAINING SUPPLIES
522064	09/10/24	UNIFIRST CORPORATION	2260110282 2260110338	100 100	19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE	433500 433500	Clothing & Uniforms Clothing & Uniforms	151.05 59.10	UNIFORM SERVICE UNIFORM SERVICE
									<b>210.15</b>	
522065	09/10/24	WESTERN DRESSAGE ASSOCIATION OF COLORADO	DC001730	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	296.88	SECURITY DEPOSIT REFUND
522066	09/10/24	WICKS, PATRICIA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	164.77	REGISTRATION REFUND
522067	09/10/24	ZAHLER, NORMAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	610.95	REGISTRATION REFUND
522068	09/10/24	ANDERSON, LAURIE	072824	220	22100	PATROL-LEA	433410	Emergency Response Supplies	224.35	SUPPLIES
522069	09/10/24	BURNSIDE, TANYA	081324	100	13100	TREASURER	445300	Travel Expense	56.82	MILEAGE REIMBURSEMENT
522070	09/10/24	GILL, DAVID M	081324	100	13100	TREASURER	445300	Travel Expense	56.82	MILEAGE REIMBURSEMENT
522071	09/10/24	ROBINSON, JASMINE	SPIRITUALFORMEMPATHYTRAIN	100	17100	HR ADMIN	446200	Tuition Reimbursement	2,000.00	TUITION REIMBURSEMENT
522072	09/10/24	STERLING RANCH COMMUNITY AUTHORITY BOARD	DV2016348	200	200	ROAD AND BRIDGE	221630	Escrow Payable	227,700.00	ESCROW RELEASE
522073	09/10/24	UNITED STATES POSTAL SERVICE	082624	210	44900	CHILD SUPPORT ENFORCEMENT	439200	Postage & Delivery Svc.	3,000.00	BUSINESS REPLY MAIL REPLENISHMENT
522074	09/10/24	DENVER DEPARTMENT OF HUMAN SERVICES	1BCQ2G6/082924	210	44250	FOOD ASSISTANCE PROGRAM	382250	Human Services Refunds	20.00	CROSS COUNTY CLAIM
522075	09/10/24	JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES	1B99798/082924	210	44250	FOOD ASSISTANCE PROGRAM	382250	Human Services Refunds	863.00	CROSS COUNTY CLAIM
522076	09/10/24	MASTER'S TOUCH, THE	91315	100	13100	TREASURER	439200	Postage & Delivery Svc.	806.86	POSTAGE
									<b>2,368,421.09</b>	

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

9/3/2024  
9:41:11

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
104010	09/04/24	LIGHTING ACCESSORY & WARNING SYSTEMS	24471	630	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	3,786.16	INSURANCE CLAIM
104011	09/04/24	TOWN OF PARKER	SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	304,136.37	JUN 2024 ROAD SALES TAX SHAREBACK
			SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	(14,359.05)	JUN 2024 DEDUCT OUT OF TOWN SALES TAX
			SHAREBACKJUNJUL2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	40,898.21	JUL 2024 ROAD AUTO USE TAX SHAREBACK
								<b>Total Payment</b>	<b>330,675.53</b>	
521986	09/03/24	BLACK HILLS ENERGY	6675672133/082624	100	19920	FLEET-CAR WASH FACILITY	450220	Gas	204.12	3030 INDUSTRIAL WAY
521987	09/03/24	LOKAL HOMES	SD2023001.57.64.65	100	100	GENERAL FUND	221632	Landscape Surety	56,150.00	LANDSCAPE SURETY RETURN
521988	09/03/24	NORTHWEST DOUGLAS COUNTY CHAMBER & ECONOMIC DEVELOPMENT CORPORATION	14076	100	11100	OFFICE OF THE BOARD	465400	Community Programs/Sponsorship	5,000.00	ECONOMIC DEVELOPMENT SUPPORT
521989	09/03/24	XCEL ENERGY	5340380672/082824	100	19100	FACILITIES ADMINISTRATION	450220	Gas	414.44	9350 HERITAGE HILLS CIR - GAS
			5340380672/082824	100	19100	FACILITIES ADMINISTRATION	450210	Electric	5,783.74	9350 HERITAGE HILLS CIR - ELECTRIC
								<b>Total Payment</b>	<b>6,198.18</b>	
521990	09/03/24	BLACK HILLS ENERGY	7843906157/07/24/24	100	19100	FACILITIES ADMINISTRATION	450220	Gas	387.44	301 WILCOX ST
521991	09/03/24	BLACK HILLS ENERGY	7014265168/072424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,421.60	4400 CASTLETON CT
521992	09/03/24	BLACK HILLS ENERGY	9989042724/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	304.24	301 WILCOX ST
521993	09/03/24	BLACK HILLS ENERGY	3383073735/072424	100	19150	JUSTICE CENTER FACILITY MGMT	450220	Gas	13,816.33	4000 JUSTICE WAY
521994	09/03/24	BLACK HILLS ENERGY	2154604510/082624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	24.52	3030 INDUSTRIAL WAY
521995	09/03/24	BLACK HILLS ENERGY	8272853933/082624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,368.94	2965 HWY 85
521996	09/03/24	BLACK HILLS ENERGY	3383073735/082624	100	19150	JUSTICE CENTER FACILITY MGMT	450220	Gas	10,845.09	4000 JUSTICE WAY
521997	09/03/24	BLACK HILLS ENERGY	4648262628/082624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	290.59	3026 INDUSTRIAL WAY
521998	09/03/24	BLACK HILLS ENERGY	6548784439/082624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	930.44	3030 INDUSTRIAL WAY
521999	09/03/24	BLACK HILLS ENERGY	7210915724/082624	100	19100	FACILITIES ADMINISTRATION	450220	Gas	224.88	301 WILCOX ST
522000	09/03/24	XCEL ENERGY	5382823110/081624	100	51100	PARK MAINTENANCE	450210	Electric	2,348.42	9653 S QUEBEC ST
522001	09/03/24	XCEL ENERGY	5340381720/081424	100	19100	FACILITIES ADMINISTRATION	450220	Gas	55.75	7865 LOUVIERS BLVD
522002	09/03/24	XCEL ENERGY	5300123634256/082324	100	19180	UNIFIED METROPOLITAN FORENSIC	450220	Gas	1,921.28	8555 DOUBLE HELIX CT - GAS
			5300123634256/082324	100	19180	UNIFIED METROPOLITAN FORENSIC	450210	Electric	7,198.19	8555 DOUBLE HELIX CT - ELECTRIC
								<b>Total Payment</b>	<b>9,119.47</b>	
								<b>Grand Total:</b>	<b>443,151.70</b>	

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Ashley Chamberlain, Paralegal

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

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

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

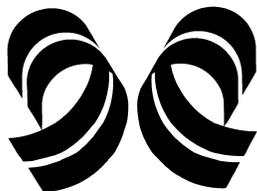
**REVIEW:**

Casey Brown	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**

Board Memo 09.10.24.pdf

## COUNTY ATTORNEY'S OFFICE



### MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**APPROVED BY:** W. CASEY BROWN,  
ASSISTANT COUNTY ATTORNEY

**DATE:** SEPTEMBER 10, 2024

**RE:** PROPOSED SETTLEMENT AGREEMENTS

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

***Bel Lincoln, LLC v. Douglas County BOE,  
BAA Docket No. 2023BAA2489***

*BOE Decision:* November 1, 2023

*BOE Action:* Petition denied

*Current Status:* Protest Tax Year 2023; Scheduled at BAA

*Property Profile:* Address: 9375 Station Street, Littleton 80124

Type: Residential Apartments

*New Information:* The subject property consists of 102 apartments in a single 4-story mid-rise building located at the corner of Park Meadows Drive and Station Way in unincorporated Douglas County proximate to the Lone Tree city boundaries. The subject is situated on a 1.509-acre site. For the BAA analysis, the appeals appraiser re-examined the sales comparison approach and reviewed the complex's study period end of study period rent roll to determine if conducting a GRM analysis of the subject suggested an adjustment. After considering the most similar sales

and using them to develop a market GRM, the appraiser recommended that the value per unit be reduced from \$390,000 per unit (A-10 model) to \$330,000 per unit. The model assignment for this account will be reviewed for the Tax Year 2025 re-appraisal due to the average unit size and consistently lower rental rate the units have historically commanded. Based upon our discussion with the agent and upon approval of the owner, a stipulation was agreed upon to change the Tax Year 2023 value from \$39,780,000 to \$33,660,000. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from final settlement refund amount.

***Retreat at Park Meadows, LLC v. Douglas County BOE,  
BAA Docket No. 2023BAA2490***

*BOE Decision:* November 1, 2023

*BOE Action:* Petition denied

*Current Status:* Protest Tax Year 2023; Scheduled at BAA

*Property Profile:* Address: 10200 Park Meadows Drive, Littleton 80124

Type: Residential Apartments

*New Information:* The subject property is a 518-unit apartment complex within 33 buildings that was built in 1999. It is situated on a 33.37-acre site just north of the Lincoln Station light rail station in Lone Tree. The property is in the A-10 model but the 2<sup>nd</sup> quarter average low lease rate per the end of the study rent roll provided by the owner is lower, based on a GRM calculation, than the sales utilized in the model suggesting that the per unit value should be adjusted downward. The per unit value was reduced from \$390,000 per unit to \$375,000 per unit. A stipulation was negotiated to change the overall value of the subject property from \$202,020,000 to \$194,250,000 for Tax Year 2023. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from final settlement refund amount.

***Windsor at Meridian LLC v. Douglas County BOE,  
BAA Docket No. 2023BAA2488***

*BOE Decision:* November 1, 2023

*BOE Action:* Petition denied

*Current Status:* Protest Tax Year 2023; Scheduled at BAA

*Property Profile:* Address: 1207 - 12637 Washington Lane  
12500 - 2810 Roosevelt Lane  
9725 – 9875 Jefferson Parkway, Englewood, 80112

Type: Residential Apartments

*New Information:* The subject property is a 652-unit apartment complex within 33 three-story buildings that was built in 2000. It is situated on a 32.64-acre site on the eastern edge of the Meridian Office Park in unincorporated Douglas County. The property is in the A-20 model but the 2<sup>nd</sup> quarter average low lease rate, per the end of the study rent roll provided by the owner, is lower based on a GRM calculation, than the sales utilized in the model thus an adjustment downward of the per unit value was merited. In addition, there were few comparable sales as large as the subject during the study period to provide information on the impact of the complex's overall size. The per unit value was reduced from \$335,000 per unit to \$320,000 per unit. A stipulation was negotiated to change the overall value of the subject property from \$218,420,000 to \$208,640,000 for Tax Year 2023. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from final settlement refund amount.

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Germaine Gibson, Bankruptcy and Tax Technician

**DESCRIPTION:** Resolution Declaring Certain Business Personal Property Taxes and Real Personal Property Taxes as being Uncollectible; and a Listing of all Real Property Tax Liens Which Have Been Held by the County for Three or More Years.

**SUMMARY:** The Treasurer has determined that the delinquent taxes levied on the business personal and real property listed on Exhibit A for a total of \$98,997.23 are uncollectible and should be cancelled and removed from the Treasurer's tax roll. The Treasurer has exhausted all reasonable means to collect these taxes listed on Exhibit A prior to making this request. Exhibit B contains an additional list of all real property tax liens which have been held by the County for three years or more without obtaining a Treasurers deed.

**RECOMMENDED ACTION:** Approve Resolution.

**REVIEW:**

David Gill	Approve	9/6/2024
Jeff Garcia	Approve	9/6/2024
Andrew Copland	Approve	9/6/2024
Doug DeBord	Approve	9/6/2024

**ATTACHMENTS:**

Treasurer's Annual Resolution 2024  
2024 Write Off & County Held Liens List

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

**RESOLUTION DECLARING CERTAIN BUSINESS PERSONAL PROPERTY TAXES  
AND REAL PERSONAL PROPERTY TAXES AS BEING UNCOLLECTIBLE; AND A  
LISTING OF ALL REAL PROPERTY TAX LIENS WHICH HAVE BEEN HELD BY  
THE COUNTY FOR THREE OR MORE YEARS.**

*WHEREAS*, pursuant to section 39-10-114(2), C.R.S., the Douglas County Treasurer has determined that those taxes levied on real and personal property set forth in Exhibit A, attached hereto and incorporated herein, are uncollectible and should be cancelled by the Board of County Commissioners; and

*WHEREAS*, pursuant to section 39-11-142(7) C.R.S., the Douglas County Treasurer has prepared a list of all tax liens on all real property struck off to the County and all certificates of sale relating thereto, which certificates have been held by the County for three years or more without obtaining a deed or being otherwise disposed of pursuant to Article 11 or 11.5 of Title 39 of the Colorado Revised Statutes, which are listed in Exhibit B hereto; and.

*WHEREAS*, the total uncollectible amount of taxes is \$98,997.23.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**, that pursuant to section 39-10-114(2), C.R.S., those unpaid real and personal property taxes set forth in Exhibit A have been determined to be uncollectible, as the Treasurer has exhausted every reasonable means to collect said taxes, and are therefore cancelled and removed from the Treasurer's tax roll. Prior to recordation, staff may correct minor clerical errors, if any, to Exhibit A; and

**BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**, that the Board acknowledges the Douglas County Treasurer's presentation pursuant to section 39-11-142(7), C.R.S., listed in Exhibit B hereto.

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

**BY:**

**ATTEST:**

\_\_\_\_\_  
GEORGE TEAL, Chair

\_\_\_\_\_  
HAYLEY HALL, Clerk to the Board

**C.R.S. 39-10-114(2) (a)+(b):**

(a)Any taxes levied on personal property, including but not limited to manufactured hom may be cancelled by the Board of County Commissioners. (b)When any real property ha purchase thereon, the taxes on such property may be determined to be uncollectible aft commissioners. Such cancellation shall not affect the rights of the county under article 1

Grand Total **\$ 98,997.23**

YEAR	DIST	ACCT.#	TAX AMT	BUSINESS / NAME
2021	3571	P0415532	\$ 4,795.35	SWH MIMIS CAFÉ LLC

Total Tax **\$ 4,795.35**

2022	0217	P0501510	\$ 52.76	TRITEL VENTURE GROUP LLC
2022	3414	P0514030	\$ 82.86	RICHMOND AMERICAN HOMES
2022	3511	P0514122	\$4,591.07	AMERISLEEP RETAIL LLC
2022	3602	P0420787	\$1,075.82	KELLER WILLIAMS EXEC REALTY
2022	2625	P0512863	\$1,764.80	KRG BHTT LLC 20224
2022	0217	P0514501	\$3,642.61	MOUNTAIN CITY SUPPLY
2022	1750	P0514023	\$1,422.10	OHANA GRILLE CASTLE ROCK LLC
2022	3287	P0507043	\$1,269.64	SIENA
2022	0217	P0514405	\$836.10	SUN IS SHINGING LLC
2022	3098	P0512566	\$78,744.94	VIVEVE
2022	3702	P0513102	\$719.18	PAINTLESS DENT REPAIR PLUS

Total Tax **\$ 94,201.88**

Grand Total  
\$ 98,997.23

6/11/2020

res, which are determined to be uncollectable after a  
s been stricken off to a county by virtue of a tax sale a  
er a period of six years from the date of becoming de  
1 of this title to subsequently transfer any tax sale cer

<u>SITUS ADDRESS / LEGAL ADDRESS</u>	<u>TYPE*</u>
9155 PARK MEADOWS DR LONE TREE CO 80124	PP
4755 CASTLETON WAY CASTLE ROCK CO 80109	PP
6135 SADDLE BOW AVE PARKER CO 80134	PP
8401 PARK MEADOWS CENTER DR #1125 LONE TREE CO	PP
640 PLAZA DR #300 HIGHLANDS RANCH CO	PP
19320 COTTONWOOD DR PARKER CO	PP
607 S GILBERT ST UNIT 102 CASTLE ROCK CO	PP
2240 MERCANTILE ST #100 CASTLE ROCK CO	PP
333 PERRY ST #D CASTLE ROCK CO	PP
4625 TRAIL BOSS DR #D CASTLE ROCK CO	PP
345 INVERNESS DR SOUTH #B-205 ENGLEWOOD CO	PP
3736 NORWOOD DR #9 LITTLETON CO	PP



period of one year after the date of their becoming delinquent and there has been no transfer by the county of a certificate of delinquent, and they may be cancelled by the board of county certificate nor its right to receive a tax deed and to exercise its rights

REASON

Business gone, deleted for 2022 unsuccessful collections

BALANCE AFTER PRECOLLECT

- BALANCE AFTER PRECOLLECT
- Business gone, deleted for 2022 unsuccessful collections
- Business gone, deleted for 2022 unsuccessful collections
- Business gone, deleted for 2023 unsuccessful collections
- Business gone, deleted for 2023 unsuccessful collections
- Business gone, deleted for 2023 unsuccessful collections
- Business gone deleted for 2023 unsuccessful collections
- Business gone deleted for 2023 unsuccessful collections
- Business gone deleted for 2024 unsuccessful collections
- Business gone deleted for 2023 unsuccessful collections

\* TYPE

PO=POSSESSORY INTEREST

PP=PERSONAL PROPERTY

RO=REAL PROPERTY

**C.R.S. 39-11-142(7):**

(7) It is the duty of the treasurer at least once each year to prepare and present, at any by the county for three years or more without obtaining a deed or being otherwise disp

Grand Total **\$ 31,347.31**

YEAR	DIST	ACCT.#	TAX LIENS STRUCK TO COUNTY	CERTIFICATE OF PURCHASE NUMBER HELD BY COUNTY
2009	3473	R0434276	\$ 54.70	999160
2009	0217	R0436829	\$ 142.27	999206
2009	3493	R0450988	\$ 43.97	999338
2009	3493	R0343565	\$ 183.06	998849

**\$ 424.00**

2010	0803	R0333527	\$ 7.33	1000667
2010	0095	R0358954	\$ 28,015.82	1000735
2010	3539	R0442798	\$ 24.64	1001027
2010	3503	R0445272	\$ 34.99	1001045

**\$ 28,082.78**

2011	0078	R0159581	\$ 5.20	1002042
2011	3491	R0257068	\$ 5.57	1002152
2011	3473	R0431528	\$ 8.19	1002487
2011	3473	R0431652	\$ 9.37	1002488

2011	3472	R0431654	\$	8.15	1002489
2011	3472	R0431659	\$	8.42	1002490
2011	3473	R0431661	\$	17.55	1002491
2011	3472	R0431662	\$	8.15	1002492
2011	3472	R0431663	\$	8.15	1002493
2011	0553	R0361528	\$	9.73	1002278
2011	0553	R0361531	\$	10.59	1002279

\$ 99.07

2013	0095	R0349753	\$	7.78	201400497
2013	0553	R0361532	\$	6.53	201400503
2013	3472	R0431524	\$	8.14	201400504
2013	3473	R0431533	\$	8.19	201400505
2013	3473	R0483692	\$	24.58	201400515

\$ 55.22

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2014	0502	R0162042	\$	4.80	201501132
2014	0095	R0349762	\$	1,156.86	201501140
2014	3473	R0394650	\$	6.98	201501147

2014	0217	R0404202	\$	91.56	201501148
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		Total Tax	\$	1,260.20	
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2017	491	R0443062	\$	130.68	201803242
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2017	3068	R0451068	\$	64.22	201803245
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2017	3602	R0344633	\$	6.48	201803233
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		Total tax	\$	201.38	
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2018	118	R0398552	\$	158.20	201903912
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2018	3533	R0396620	\$	14.94	201903911
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2018	1901	R0408982	\$	59.76	201903915
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2018	3473	R0457021	\$	33.66	201903920
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2018	3761	R0473781	\$	451.56	201903921
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2018	3512	R0414543	\$	10.42	201903916
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2018	3473	R0434279	\$	39.46	201903917
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			\$	768.00	
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2019	143	R0221962	\$	26.72	202004710
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2019	3143	R0485081	\$	429.94	202004676
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			\$	456.66	
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Grand Total  
\$ 31,347.31

6/11/2020

/ regular or special meeting of the board of county commissioners, a list of all tax liens on all real property struck off to the c  
osed of under this article 11.

BUSINESS / NAME	SITUS ADDRESS / LEGAL ADDRESS
RIVENDELL HOLDINGS LLC	TRACT E CASTLE PINES VILLAGE FILING 28A TOTAL ACREAGE 0.160 AM/L
LGR DEVELOPMENT CO	PART OF WEST EDGE OF SITE 1 ROLLING HILLS AMENDED SE1/4NW1/4NE1/4 13-8-67 0.165AM/L
TAOS AT LONE TREE LLC	COMMON AREA WITHIN TAOS AT LONE TREE #2 0.219 AM/L (AKA PART PRIVATE STREETS E1/2 TAOS TRAIL & S1/2 KACHINA WAY)
TAOS AT LONE TREE LLC	ALL OPEN AREA SURROUNDING LOTS 42-4749-54 56-63 TAOS OF LONE TREE FILING #2 FIRST AMENDED INCLUDING PART OF PRIVATE STREETS 0.811 AM/L (PER DEED)
TALLEY CORPORATION	TRACT M SAGEWOOD #1 AMENDED .040 AM/L
GARY G TURNER & ANASTACIAL L TURNER	PART OF COMMON AREA L ROXBOROUGH DOWNS .06 AM/L
ANTHEM CASTLE PINES DEVELOPMENT INC	TR IN SW1/4NE1/4 8-7-67 LYING SW OF TRACT K CASTLE PINES NORTH 19 0.115 AM/L (FORMERLY UNPARCELLED)
COLORADO & C470 INC	PART OF LOT 2-C 470 FRONTAGE CO, FILING 1 0.1515 AM/L RLTD 0445274
HORSESHOE RANCH ESTATES LP	1/8 MINERAL INTEREST W1/2SW1/4 17-7-68 80 AM/L MINERAL INTEREST 10 AM/L
CASTLE PINES LAND CO	1/2 MIN INT IN N1/2NW1/4NE1/4 9-7-67 TOTAL = 20 AM/L MIN INT = 10 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 179 BLOCK 1, LOTS 154 & 159 BLOCK 2, MOST LOT 153 BLOCK 3 (1.255), LOT 125 BLOCK 6, PART LOT 116 (0.046), PART LOT 122 (0.105), & MOST LOT 124 (0.430) BLOCK 7 CASTLE PINES 2A MIN INT = 6.831 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 231, 242 THROUGH 245, 247, 248, 250, 255 THROUGH 258, 260, 261 CASTLE PINES VILLAGE FILING 8G TOTAL 8.825 AM/L

FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 320, 331 BLOCK 6 LOTS 324, 326, 330 BLOCK 7 LOTS 400, 402 BLOCK 9 CASTLE PINES 1B MIN INT = 7.237 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 430, 432, 433, 435, 436, 487, 492-494, & 565-567 CASTLE PINES VILLAGE 19A MIN INT = 6.44 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 216-221 & 224-230 CASTLE PINES VILLAGE 25 MIN INT = 14.904 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 471, 472, 473, LOTS 560 THRU 563, LOTS 572 THRU 574, LOTS 580 THRU 585 CASTLE PINES VILLAGE FILING 19B MIN INT = 7.544 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 4501-4503, 4505, 4507, 4509, 4510, 4518-4527, 4529-4538, 4540-4543 CASTLE PINES VILLAGE 12A MIN INT = 8.52 AM/L
D SYLVAN RAMSEY	35% MIN INT (7/10 OF 1/2) IN SOUTH 1143 FT OF EAST 1143 FT OF NE1/4SW1/4 24/7/68 TOTAL = 30 AM/L MIN INT = 10.5 AM/L
D SYLVAN RAMSEY	35% MIN INT (7/10 OF 1/2) IN PT NE1/4SW1/4 & MOST SE1/4NW1/4 24-7-68 TOTAL = 39.635 AM/L MIN INT = 13.872 AM/L

GARY G TURNER & ANASTACIAL L TURNER NETRA PECH	TR IN NW1/4 11-7-69 AKA PARCEL A-9 .0207 AM/L 517-571  UND 15% (3/10 OF 1/2 MINERAL INTEREST IN TRACT IN E1/2W1/2 24-7-68 35.185 AM/L 3/10 OF 1/2 MINERALS RLTD #0361531
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 357A, 359A BLOCK 12 CASTLE PINES FILING 1B PER LLAC 9857928 & LOT 358 BLOCK 12 CASTLE PINES FILING 1B REPLAT LOTS 354-360 BLOCKS 11-12 MIN INT = 4.41 AM/L
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 113A, 114A, 115A, PT LOT 119A (0.128), 123A CASTLE PINES 2A 5TH AMD MIN INT = 3.691 AM/L
NORTHSTAR LAND LLC	1/2 MIN INT IN PT SW1/4 15-7-67 26.719 AM/L & ALL MIN INT IN PT NW1/4 22-7-67 4.605 AM/L AKA ALL CASTLE PINES VILLAGE 38 TOTAL = 31.324 AM/L MIN INT = 17.965 AM/L

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RUTH G GIVAN	1/4 MINERAL INTEREST PT SE1/4SW1/4 5-8-68 26.92 AM/L 155-438 MINERAL INTEREST 10 AM/L
GARY G TURNER & ANASTACIAL L TURNER	TR IN NW1/4 11-7-69 AKA PARCEL A-4 0.0937 AM/L 517-571
FIDELITY CASTLE PINES LTD	ALL MIN INT IN LOTS 1-15, 18, 19, 21-27 CASTLE PINES VILLAGE 8E MIN INT = 5.02 AM/L

DEV VIC LTD LIABILITY CO W1/2 OF VACATED CASTLETON CT. IN E1/2NE1/4SE1/4 27-7-67 0.289 AM/L

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LIN SAL LAND & CATTLE CO LTD PT SW1/4 33-10-67 LYING E OF CO RD 53 AND LYING W OF ATCHISON TOPEKA & SANTA FE RAILROAD 0.496 AM/L

VILLAGE HOMES OF COLORADO INC 16.5 WIDE TRACT ALONG THE WEST LINE OF SE1/4SE1/4 26-6-66 0.26AM/L AS DEPICTED ON LSP 0033

HR LAND CO TRACT C (OPEN SPACE) HIGHLANDS RANCH #52G .02 AM/L

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RICHARD J DEL MARGO TR IN SE1/4NW1/4 4-8-65. 0.64 AM/L

TWC ACQUISITION CORP (8-25-00) FKA WRITER COPORATION TRACT H CASTLE PINES NORTH #5 AMENDED 0.10 AM/L AS MODIFIED BY LLA 9630277

ROXBOROUGH ACQUISITION CORP TRACT B ROXBOROUGH VILLAGE 14A 0.287 AM/L

RIVENDELL HOLDINGS LLC TRACT D1 CASTLE PINES VILLAGE FILING 28A 1ST AMD 0.161 AM/L

P&L INVESTMENTS LLC PRIVATE ROW MERIDIAN OFFICE PARK 4 6TH AMD 0.31 AM/L AKA FAULKNER LANE

GMTD CORP TRACT A PARK MEADOWS #2 2ND AMEND 0.020 AM/L

RIVENDELL HOLDINGS LLC TRACT F CASTLE PINES VILLAGE FILING 28A TOTAL ACREAGE 0.190 AM/L

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GILBERT F & JUDITH ANN MCNEISH TRACT A MCNEISH SUB 0.171 AM/L

OLYMPIA HOLDING COMPANY LLC TRACT A LINCOLN CREEK VILLAGE 1 4TH AMD 1.87 AM/L



ounty and all certificates of sale relating thereto, which certificates have been held

TYPE\* REASON

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\* TYPE

PP=PERSONAL PROPERTY

R=REAL PROPERTY

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** DJ Beckwith, Principal Planner

**DESCRIPTION:** Arrowhead Colorado Metropolitan District - New Service Plan - Project File: SV2024-002.

**SUMMARY:** The request is to set the hearing date for consideration of, and Board action on, a Service Plan for the Arrowhead Colorado Metropolitan District.

**STAFF ASSESSMENT:** Staff recommends that the Board set the hearing for consideration of, and action on, a Service Plan for the Arrowhead Colorado Metropolitan District for September 24, 2024.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/30/2024
Kati Carter	Approve	8/30/2024
Jeff Garcia	Approve	9/3/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

SV2024-002 Staff Report for Arrowhead Colorado MD

## Special District – Service Plan Staff Report

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT *for TQ*  
**CC:** DJ BECKWITH, PRINCIPAL PLANNER  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES

**SUBJECT: ARROWHEAD COLORADO METROPOLITAN DISTRICT NEW SERVICE PLAN**  
**PROJECT FILE: SV2024-002**

**APPLICANT:**  
CHRIS PUCHALLA  
ARROWHEAD COLORADO PROPCO LLC  
9820 100<sup>TH</sup>  
GRANDE PRAIRIE, ALBERTA

**REPRESENTATIVE:**  
MEGAN BECHER  
MCGEADY BECHER, P.C.  
450 17<sup>TH</sup> STREET, SUITE 400  
DENVER, CO 80203

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<b>PLANNING COMMISSION MEETING:</b>	<b>AUGUST 19, 2024 @ 6:00 PM</b>
<b>BOARD OF COUNTY COMMISSIONERS MEETING:</b>	<b>SEPTEMBER 10, 2024 @ 1:30 PM</b>
<b>BOARD OF COUNTY COMMISSIONERS HEARING:</b>	<b>SEPTEMBER 24, 2024 @ 2:30 PM</b>

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### **BACKGROUND**

Colorado Revised Statutes Title 32 requires the Board of County Commissioners (Board) to set a date for a public hearing on the service plan of a proposed special district at the next regular meeting of the Board following Planning Commission action on the item.

### **REQUEST**

The applicant is requesting a hearing date for consideration of, and Board action on, a Service Plan for the Arrowhead Colorado Metropolitan District.

Staff recommends that the Board set the hearing for consideration of, and action on, a Service Plan for the Arrowhead Colorado Metropolitan District for September 24, 2024.

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**MEETING DATE:** September 10, 2024

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

**DESCRIPTION:** Fee Waiver Request from the American Radio Relay League in the Amount of \$525.00 for the Amateur Radio Field Day 2024.

**SUMMARY:** The request is for a fee waiver of \$525 from the Amateur Radio Emergency Service (ARES) of Douglas and Elbert Counties for their use fees for Rueter-Hess Reservoir to host the annual Amateur Radio Relay League (ARRL) Field Days for over 66 people on June 21-23, 2024.

**STAFF ASSESSMENT:** The Board of County Commissioners has the sole authority to waive or reduce all park use fees and may choose to waive the event fee of \$525.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Steve Shoultz	Approve	8/29/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

Staff Report- Fee Waiver ARES Field Day

## Fee Waiver Staff Report

**DATE:** AUGUST 23, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** AMY KNOPP, RECREATION MANAGER RUETER-HESS RESERVOIR  
STEVE SHOULTZ, ASSISTANT DIRECTOR OF PARKS, TRAILS AND BUILDING  
GROUNDS  
**SUBJECT:** FEE WAIVER REQUEST FROM THE AMERICAN RADIO RELAY LEAGUE IN  
THE AMOUNT OF \$525 FOR THE AMATEUR RADIO FIELD DAY 2024

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

**REPRESENTATIVE:**  
PERRY LUNDQUIST  
ARES OF DOUGLAS AND ELBERT COUNTIES  
P. O. Box 441  
PARKER, CO 80134

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**BOARD OF COUNTY COMMISSIONERS MEETING**

**SEPTEMBER 10, 2024 @ 1:30 p.m.**

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**I. EXECUTIVE SUMMARY**

The Amateur Radio Emergency Service (ARES) of Douglas and Elbert Counties requests a fee waiver of \$525 for their use fees for Rueter-Hess Reservoir to host the annual Amateur Radio Relay League (ARRL) Field Days for over 66 people on June 21-23, 2024.

**II. BACKGROUND**

The ARRL Field Day is the single most popular on-the-air radio event across the United States and Canada. This event helps to train and prepare for emergencies or disasters. During the field days clubs or groups practice emergency response capabilities and how they might serve their communities in an emergency situation. Approximately 170,000 FCC-licensed Amateurs participate ranging in age from youngsters to grandparents.

This is a public safety partnership among Parker Water and Sanitation District, Parks, Trails & Building Grounds, Rueter-Hess Recreation, the Douglas County of Emergency Management, and ARESDEC. This event helps to train and prepare for emergencies or disasters.

**III. REQUEST**

ARRL requests a fee waiver in the amount of \$525 for their use of Rueter-Hess Reservoir property to host the annual Amateur Radio Relay League Field Days on June 21-23, 2024.

**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 the event fee of \$525.

**ATTACHMENTS**

**PAGE**

Fee Waiver Request .....	Page 3
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**From:** Perry Lundquist <[w6aun@aresdec.org](mailto:w6aun@aresdec.org)>  
**Sent:** Tuesday, August 13, 2024 2:36 PM  
**To:** BOCC <[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)>  
**Cc:** Bill Wasserman <[bwasserman@pwsd.org](mailto:bwasserman@pwsd.org)>; Richard Williams <[k8ztt@aresdec.org](mailto:k8ztt@aresdec.org)>  
**Subject:** BOCC - Recreation Reimbursement Request

Dear County Commissioners,

This past June on 6/21 to 6/23, the Amateur Radio Emergency Service of Douglas and Elbert Counties (ARESDEC) used to great effect a recreational site near Reuter-Hess Reservoir for our annual Field Day weekend event. You may be familiar with Field Day from past Amateur Radio Week proclamations by the Board. Our organization was also recognized by the Board for our emergency communications contributions in support of Douglas County's Office of Emergency Management during the Hayman Fire in 2002, and again after the Bomb Cyclone in 2019.

To use the Reuter-Hess Reservoir site for our Field Day event, the Douglas County Department of Community Development charged ARESDEC a recreation fee of \$525.00 (please see the attached invoice). It was recently brought to our attention that as a service organization on-call for Douglas County OEM, and because our Field Day event is a significant training exercise for our members, that we should request reimbursement for the recreation fee we were charged. When I contacted the Department of Community Development requesting reimbursement, they referred me to you, the BOCC.

We appreciate your time to consider our reimbursement request. Please reach out to me if you have any questions.

Thanks,

Perry



**Perry Lundquist, PMP | W6AUN**

ARES® of Douglas & Elbert Counties (R1D5)

Assistant Emergency Coordinator, Plans  
Section

Mobile : 303-908-9533

Email : [w6aun@aresdec.org](mailto:w6aun@aresdec.org)

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Captain Troy McCarty, Support Services Division

**DESCRIPTION:** AXON Enterprises Purchase Requests for Year 3 of Fifth Amendment in the Amount of \$1,403,771.05 and Year 2 of Sixth Amendment in the Amount of \$120,759.44 to Taser International Master Purchasing Agreement in the Total Amount of \$1,524,530.49.

**SUMMARY:** On August 10, 2022, the Board of County Commissioners approved the Fifth Amendment to the Master Services and Purchasing Agreement with Taser International, Inc (now Axon Enterprises, Inc.) which included a great number of technology enhancements and extended the original agreement and guaranteed pricing through September 14, 2030. On February 23, 2023, the Board of County Commissioners approved the Sixth Amendment (coterminous with the Fifth Amendment) which added additional Officer Safety Plans and fleet camera plans to accommodate the additional staffing approved.

The Purchase Requests coincide with appropriated funding as outlined below:

\$ 1,252,200.49 - General Fund

\$ 109,700.00 - LEA Fund

\$ 162,600.00 - School Safety Fund

\$ 1,524,500.49 - Total

**RECOMMENDED ACTION:**

Request the Board approve the Purchase Requests and payment of the related invoice(s) when received.

**REVIEW:**

Darren Weekly	Approve	8/30/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**

2022 - 2029 AXON Fifth Amendment Final Executed August 2022

2022 - 2029 AXON Sixth Amendment Final Executed February 2023

2024 AXON GF Purchase Request for BOCC Meeting 091224

2024 AXON LEA Purchase Request for BOCC Meeting 091224

2024 AXON SRO Technology Purchase Request for BOCC Meeting 091224

## Fifth Amendment to Master Services and Purchasing Agreement

This Fifth Amendment (**Amendment**) is between Axon Enterprise, Inc. (**Axon**), and Douglas County, Colorado on behalf of Douglas County Sheriff's Office (**Agency**). This Amendment is effective as of the last signature date on this Amendment.

On June 28, 2016, the parties entered into a Master Services and Purchasing (**Agreement**).

On April 5, 2017, TASER International, Inc. changed its corporate name to Axon Enterprise, Inc. (**Axon**).

On March 26, 2019, the parties approved the First Amendment to the Agreement to extend the original agreement, add additional hardware, and upgrade the existing fleet camera systems.

On October 24, 2019, the parties approved the Second Amendment to the Agreement to add additional hardware to the Agreement.

On June 22, 2020, the parties approved the Third Amendment to the Agreement to add additional hardware to the Agreement.

On August 13, 2020, the parties approved the Fourth Amendment to the Agreement to reflect Agency's upgrade to Axon's Officer Safety Plan 7.

The Parties now wish to incorporate certain changes into the Agreement to reflect Agency's upgrade to Axon's Officer Safety Plan 7 with Auto-Transcribe, Auto-Tagging, and adding Fleet 3 w/ Automatic License Plate Reader (ALPR).

The Parties therefore agree as follows:

1. The Axon Fleet Appendix incorporated in the First Amendment has been deleted and replaced with Attachment A – Axon Fleet Appendix below and is hereby incorporated into the Agreement in its entirety.
2. To incorporate Attachment B: Axon Auto-Transcribe Appendix
3. To incorporate Attachment C: Axon Respond Appendix
4. To incorporate Attachment D: Axon Auto-Tagging Appendix
5. To incorporate Attachment E: Quote #Q-395060
6. Add and incorporate Attachment F: Statement of Work for the Implementation of Axon Standards for Douglas County Sheriff's Office.
7. Section 16 – Maximum Contract Liability is replaced with the following:  
**MAXIMUM CONTRACT LIABILITY:** Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for payment under this Agreement for any amount in excess of ten million, nine hundred and six thousand, eight hundred sixty-four dollars and twenty six cents (\$10,906,864.26) for the eight- year contract period ending September 14, 2030, subject to annual appropriations. The County is not under obligation to make any future apportionment or allocation to this agreement.
8. During the first 24 months of the Subscription Term associated with Quote #Q-395060 and provided that Agency is current on all payments owed to Axon, Axon will: (a) honor the List Unit Price set forth in such quote (except for items with a List Unit Price of \$0.00) for any additional goods or services purchased by Agency; and (b) extend Agency the following prices associated with the corresponding product:

Item	Description	Price
73944	OFFICER SAFETY PLAN 7 PLUS	\$220 Per User Per Month
80457/ 80401	FLEET 3 BASIC PAYMENT + ALPR PAYMENT	\$178 Per Vehicle Per Month
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	\$57.50 Per User Per Month
85760	AUTO-TRANSCRIBE UNLIMITED SERVICE	\$20 Per User Per Month
73840	BASIC LICENSE	\$15 Per User Per Month
73746	PRO LICENSE	\$39 Per User Per Month

9. All other terms and conditions of this Agreement shall remain unchanged and in full force and effect

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

***Intentionally left blank; signatures follow on next page***



**Axon Enterprise, Inc.**

Signature:   
Name: Robert Driscoll  
Title: VP, Associate General Counsel  
Date: 7/26/2022

**Douglas County, Colorado on behalf of Douglas County Sheriff's Office**

Signature:   
Name: Abe Laydon  
Title: Douglas County Commissioners  
Date: 8/10/2022

**ATTEST**

Signature:   
Name: Kristin Randlett  
Title: Clerk to the Board  
Date: 8/10/2022



**APPROVED TO AS LEGAL FORM**

Signature:   
Name: Kelly Dunnaway  
Title: Deputy County Attorney  
Date: 7/28/2022

**APPROVED TO AS FISCAL CONTENT**

Signature:   
Name: Andrew Copland  
Title: Director of Finance  
Date: 7/28/2022

## Attachment A

### Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
  1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
  1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
  1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

1. Axon Fleet subscription coverage terminates, and no refunds will be given.
2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

## Attachment B

### Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

## Attachment C

### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

## Attachment D

### Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, as long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

**Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

## **Attachment E – Axon Quote**

See next page



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-395060-44763.790BM

Issued: 07/21/2022

Quote Expiration:

Estimated Contract Start Date: 09/15/2022

Account Number: 115238

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
4000 Justice Way 4000 Justice Way Castle Rock, CO 80109-7802 USA	Douglas County Sheriff's Office - CO 4000 Justice Way Castle Rock, CO 80109-7802 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Myra Buys Phone: (303) 814-7078 Email: mbuys@dcsheriff.net Fax: (303) 663-0688

**Quote Summary**

Program Length	96 Months
<b>TOTAL COST</b>	<b>\$10,904,848.82</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$10,904,864.26</b>

**Discount Summary**

Average Savings Per Year	\$771,229.82
<b>TOTAL SAVINGS</b>	<b>\$6,169,838.54</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Aug 2022	\$1,078,466.82	\$0.00	\$1,078,466.82
Aug 2023	\$1,403,771.05	\$0.00	\$1,403,771.05
Aug 2024	\$1,403,771.05	\$0.00	\$1,403,771.05
Aug 2025	\$1,403,771.05	\$0.00	\$1,403,771.05
Aug 2026	\$1,403,771.06	\$0.00	\$1,403,771.06
Aug 2027	\$1,403,771.06	\$0.00	\$1,403,771.06
Aug 2028	\$1,403,771.06	\$0.00	\$1,403,771.06
Aug 2029	\$1,403,771.11	\$0.00	\$1,403,771.11
<b>Total</b>	<b>\$10,904,864.26</b>	<b>\$0.00</b>	<b>\$10,904,864.26</b>

Quote Unbundled Price:	\$17,074,687.36
Quote List Price:	\$14,369,064.10
Quote Subtotal:	\$10,904,848.82

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	5		\$53.21	\$0.00	\$0.00	\$0.00	\$0.00
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	31	\$191.53	\$109.00	\$73.80	\$443,833.20	\$0.00	\$443,833.20
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	60	\$112.74	\$109.00	\$107.26	\$1,248,506.40	\$0.00	\$1,248,506.40
OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	96	\$269.78	\$213.80	\$183.07	\$7,082,612.16	\$0.00	\$7,082,612.16
<b>A la Carte Hardware</b>									
72036	FLEET 3 STANDARD 2 CAMERA KIT	200			\$2,405.00	\$0.00	\$0.00	\$0.00	\$0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194			\$1,249.00	\$1,249.00	\$242,306.00	\$0.00	\$242,306.00
<b>A la Carte Software</b>									
87050	FLEET VIEW XL LICENSE	192	5		\$29.00	\$29.00	\$27,840.00	\$0.00	\$27,840.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	5		\$34.00	\$34.00	\$32,640.00	\$0.00	\$32,640.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	96		\$25.00	\$25.00	\$26,400.00	\$0.00	\$26,400.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	96		\$29.17	\$15.58	\$2,990.64	\$0.00	\$2,990.64
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	96		\$99.00	\$99.00	\$142,560.00	\$0.00	\$142,560.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	91		\$49.00	\$49.00	\$865,046.00	\$0.00	\$865,046.00
85760	Auto-Transcribe Unlimited Service	403	96		\$20.00	\$16.05	\$620,998.82	\$0.00	\$620,998.82
73891	RECORDS LICENSE, NON-SWORN	30	96		\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	40	96		\$15.00	\$15.34	\$58,905.60	\$0.00	\$58,905.60
<b>A la Carte Services</b>									
20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	96		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON STARTER	1			\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
73897	STANDARDS SERVICE, PREMIUM	1			\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
<b>A la Carte Warranties</b>									
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	31		\$180.00	\$15.00	\$90,210.00	\$0.00	\$90,210.00
80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	96		\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
80395	EXT WARRANTY, TASER 7 HANDLE	403	96		\$6.58	\$0.00	\$0.00	\$0.00	\$0.00
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	96		\$6.58	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$10,904,848.82</b>	<b>\$0.00</b>	<b>\$10,904,848.82</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73309	AXON CAMERA REFRESH ONE	416	12/15/2022
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73689	MULTI-BAY BWC DOCK 1ST REFRESH	51	12/15/2022
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	01/15/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	806	08/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	806	08/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	806	08/15/2024
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	806	08/15/2024
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	194	08/15/2025
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	6	08/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73310	AXON CAMERA REFRESH TWO	416	09/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73688	MULTI-BAY BWC DOCK 2ND REFRESH	51	09/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	403	08/15/2027
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73345	AXON CAMERA REFRESH THREE	416	03/15/2028
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	51	03/15/2028
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	194	08/15/2030
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	6	08/15/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73346	AXON CAMERA REFRESH FOUR	416	09/15/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73348	MULTI-BAY BWC DOCK 4TH REFRESH	51	09/15/2030

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	2	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73478	REDACTION ASSISTANT USER LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73618	CITIZEN FOR COMMUNITIES USER LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73680	RESPOND DEVICE PLUS LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73681	AXON RECORDS FULL	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73682	AUTO TAGGING LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	4030	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73687	EVIDENCE.COM VIEWER LICENSE	4	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73739	PERFORMANCE LICENSE	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	403	09/15/2022	09/14/2030
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	40	09/15/2022	09/14/2030
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	40	09/15/2022	09/14/2030
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	09/15/2022	09/14/2030
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	09/15/2022	09/14/2030
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	09/15/2022	09/14/2030
A la Carte	73891	RECORDS LICENSE, NON-SWORN	30	09/15/2022	09/14/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	09/15/2022	02/14/2023
A la Carte	85760	Auto-Transcribe Unlimited Service	403	09/15/2022	09/14/2030
A la Carte	87050	FLEET VIEW XL LICENSE	192	09/15/2022	02/14/2023
Fleet 3 Basic + TAP Renewal	80400	FLEET, VEHICLE LICENSE	194	02/15/2023	09/14/2025
Fleet 3 Basic + TAP Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	388	02/15/2023	09/14/2025
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	02/15/2023	09/14/2030
Fleet 3 Basic + TAP Renewal	80400	FLEET, VEHICLE LICENSE	194	09/15/2025	09/14/2030
Fleet 3 Basic + TAP Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	388	09/15/2025	09/14/2030

**Services**

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	403
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80190	Evidence.com Channel Services	1
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80223	INACTIVE CHANNEL ACCESS LICENSE	1
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80225	ACTIVE CHANNEL LICENSE	1
Fleet 3 Basic + TAP Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	194
Fleet 3 Basic + TAP Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	194
A la Carte	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	85144	AXON STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	403	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	13	09/15/2022	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	51	09/15/2022	09/14/2030
A la Carte	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	09/15/2022	09/14/2030
A la Carte	80395	EXT WARRANTY, TASER 7 HANDLE	403	09/15/2022	09/14/2030
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	09/15/2022	09/14/2030
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	194	01/15/2024	09/14/2030
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	01/15/2024	09/14/2030
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	02/15/2028	09/14/2030

## Payment Details

Aug 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 1	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 1	73897	STANDARDS SERVICE, PREMIUM	1	\$2,040.77	\$0.00	\$2,040.77
Year 1	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	85760	Auto-Transcribe Unlimited Service	403	\$63,365.86	\$0.00	\$63,365.86
Year 1	BasicLicense	Basic License Bundle	40	\$6,010.65	\$0.00	\$6,010.65
Year 1	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$722,699.98	\$0.00	\$722,699.98
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$21,587.44	\$0.00	\$21,587.44
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$8,036.96	\$0.00	\$8,036.96
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 1	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$2,907.95	\$0.00	\$2,907.95
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$77,068.37	\$0.00	\$77,068.37
Year 1	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 1	87050	FLEET VIEW XL LICENSE	192	\$2,480.31	\$0.00	\$2,480.31
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$39,539.47	\$0.00	\$39,539.47
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$111,235.23	\$0.00	\$111,235.23
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,078,466.82</b>	<b>\$0.00</b>	<b>\$1,078,466.82</b>

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 2	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 2	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 2	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 2	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 2	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 2	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 2	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00

<b>Aug 2023</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 3	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 3	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 3	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 3	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 3	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 4	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 4	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 4	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01

<b>Aug 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 4	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 4	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 4	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 5	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 5	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 5	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 5	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 5	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 5	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 5	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 5	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.47	\$0.00	\$57,752.47
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.06</b>	<b>\$0.00</b>	<b>\$1,403,771.06</b>

<b>Aug 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 6	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 6	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00

<b>Aug 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 6	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 6	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 6	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 6	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 6	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 6	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 6	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 6	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 6	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 6	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 6	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 6	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 6	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 6	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 6	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 6	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.47	\$0.00	\$57,752.47
Year 6	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 6	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 6	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 6	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.06</b>	<b>\$0.00</b>	<b>\$1,403,771.06</b>

<b>Aug 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 7	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 7	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 7	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 7	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 7	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 7	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 7	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 7	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 7	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 7	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 7	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 7	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 7	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 7	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 7	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 7	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.47	\$0.00	\$57,752.47
Year 7	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 7	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 7	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 7	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00

<b>Aug 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Total</b>				<b>\$1,403,771.06</b>	<b>\$0.00</b>	<b>\$1,403,771.06</b>

<b>Aug 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 8	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 8	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 8	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.63	\$0.00	\$2,565.63
Year 8	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 8	85760	Auto-Transcribe Unlimited Service	403	\$79,661.86	\$0.00	\$79,661.86
Year 8	BasicLicense	Basic License Bundle	40	\$7,556.43	\$0.00	\$7,556.43
Year 8	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.96	\$0.00	\$908,558.96
Year 8	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.24	\$0.00	\$31,531.24
Year 8	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,738.98	\$0.00	\$11,738.98
Year 8	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 8	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.41	\$0.00	\$4,247.41
Year 8	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 8	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 8	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 8	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.25	\$0.00	\$112,568.25
Year 8	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 8	87050	FLEET VIEW XL LICENSE	192	\$3,622.83	\$0.00	\$3,622.83
Year 8	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.38	\$0.00	\$57,752.38
Year 8	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 8	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 8	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 8	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.11</b>	<b>\$0.00</b>	<b>\$1,403,771.11</b>



**Attachment F – Axon SOW**

See Next Page

**STATEMENT OF WORK FOR  
THE IMPLEMENTATION OF  
AXON STANDARDS FOR  
DOUGLAS COUNTY SHERIFF'S  
OFFICE ("SOW")**

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**Submitted By:**  
**Axon Enterprise, Inc. (Axon)**  
**17800 North 85<sup>th</sup> Street**  
**Scottsdale, AZ 85255**



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# 1. PROJECT OVERVIEW:

## 1.1 SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

<b>AXON STANDARDS</b>	<ul style="list-style-type: none"> <li>▶ Use of Force</li> <li>▶ Vehicle Pursuit</li> <li>▶ Vehicle Collision</li> <li>▶ Internal Complaint</li> <li>▶ Citizen Complaint</li> <li>▶ Attachments</li> </ul>	<ul style="list-style-type: none"> <li>▶ Internal Affairs</li> <li>▶ Investigative Case Management</li> <li>▶ Configurable Forms and Fields</li> <li>▶ Restrictions</li> </ul>
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## 1.2 DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	Douglas County Sheriff's Office who is identified within this SOW
End-Users	Specific agency groups who will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
<b>SYSTEMS</b>	
Axon Systems	Software solutions and agency-specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile Data Computer - device associated within a vehicle or other mobile unit
DataStore	The database Axon provides allowing the agency to query data
Product	The software solutions being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
<b>PROJECT &amp; MILESTONES</b>	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases



TERM	DEFINITION
Go-Live	End-users are activated, and the agency is actively using the product
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
<b>ACCEPTANCE</b>	
Blocker	Issue impacting 50% or more users
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
Functional Acceptance Testing	Testing the functionality of the system as configured for the agency

### 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency or the agency's vendors



## 2. PROFESSIONAL SERVICES:

### 21 GENERAL

The agency will provide a master charge table that Axon will load. Axon will provide the appropriate structure to the agency.

### 22 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send a .bacpac file to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

Subject to the data conversion plan, Axon can perform an initial conversion to inject the data into the product training and/or production instance(s) prior to Go-Live. A second conversion is performed before Go-Live for data accumulated in the legacy system between the initial conversion and crossover to Axon. Depending on the final data conversion plan, data may be injected after Go-Live.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

#### DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.



- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.

Data conversion and data conversion review are critical to project deployment success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

#### AGENCY DATA CONVERSIONS

- 221 IA Pro/Blue Team | CAD Data Conversion: Axon will import legacy use of force data from IA Pro/Blue Team into Axon Standards.

#### GO -LIVE CONTINGENCY

Before data conversion is complete, the agency may Go-Live. This does not relieve Axon from completing the data conversion, but the agency will be charged upon using the software.

## 23 REPORTING AND DATASTORE

- ▶ Axon will configure and make available to the agency a MS SQL DataStore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- ▶ Axon will provide the agency with a data dictionary and/or other appropriate documentation.
- ▶ If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go- Live.

## 24 READINESS

- ▶ Axon will conduct functional acceptance testing via use cases approved by Axon and the agency.



- ▶ All issues discovered during and after training will be entered into the service portal for triage and follow-up.

## 25 TRAINING

Axon will work in partnership with the agency to design an appropriate Training Plan and schedule to ensure affected agency members are adequately trained and prepared to administer and use Axon Records. The agency will receive a lesson plan that outlines the topics to be covered, intended audience, facility needs, and duration of the training.

### FORMAT

Axon will provide the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions will be conducted in an environment containing necessary configurations, forms, and workflows.

**TRAIN-THE-TRAINER:** Axon trains system administrators and/or “super users” in full system functionality that is role agnostic.

- ▶ Axon’s Train-the-Trainer approach provides the agency with at least one user group that is fully equipped to provide system expertise to any user and provide agency-led training to other users.

Note: It will be the responsibility of the agency to update the training materials to include agency policies and procedures.



**HYBRID MODEL:** Axon trains all agency end users in role-specific system functionality via a hybrid model that can include a combination of on-site instructor-led training, eLearning, and/or remote live instruction facilitated by Axon trainers.

- ▶ Axon's hybrid training model allows the agency and Axon to develop a customized and flexible training program that is suitable to the specific needs and concerns of the agency.

Note: It will be the responsibility of the agency to deliver any training sessions specific to the agency policies and procedures.

## SCHEDULE

The training plan will contain an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions exclusive to the Functional Acceptance Testing (FAT) will only occur after FAT has been successfully completed and documented.

- ▶ Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday- Friday) during normal business hours (8 am- 6pm).

Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, will be the responsibility of the agency, unless agreed upon previously by the project team and training team management.



## 3 . PROJECT MANAGEMENT:

### 3.1 MANAGEMENT RESOURCES

- ▶ Both parties will assign a project manager to ensure completion of deliverables.
- ▶ Axon's project manager will ensure all team members from Axon and the agency are continually updated on the status of the project.

### 3.2 REQUIREMENTS PLANNING

- ▶ All project requirements will be documented during the kick-off and discovery phases of the project.
- ▶ Once the agency and Axon agree on all requirements, Axon's project manager will work with the agency's project manager to develop a project plan for Axon's implementation.

### 3.3 CHANGE CONTROL

- ▶ If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).
- ▶ The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

### 3.4 MILESTONE COMPLETION REPORT ("MCR")

- ▶ Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).
- ▶ Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone completion, the expectation is that the agency will respond in writing to Axon with any issues related to the MCR within the 14 calendar-day window.



## 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ The agency agrees to pay for licenses upon completion of Go-Live.



## 5. SUPPORT:

- ▶ Axon will provide updates and enhancements to the product, which the agency will automatically receive.
- ▶ Axon will provide the agency's end users with access to the help.axon.com support portal to submit and review service tickets.
- ▶ Following final acceptance, the agency will utilize Axon support via my.axon.com for any further modifications to the product.
- ▶ For technical support assistance, the agency may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the agency's investment in the Axon ecosystem. Phone support is available 24/7.



## 6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# ATTACHMENT A - MILESTONE COMPLETION REPORT TEMPLATE

By signing for the items in this Milestone Completion Checklist, I agree that Axon's Professional Services Organization has reached the following milestone for the Project agreed upon in the SOW between Axon and Douglas County Sheriff's Office:

Final Acceptance

Date Services were completed on:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Today's Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

SAMPLE



# ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

SAMPLE



## ATTACHMENT C - THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to Agency, Axon employs third-party products and services providers.

Axon will be responsible for the management of third parties identified within Attachment C for the purposes of this project. All communications between those third parties, the agency, and Axon will be managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

- ▶ Microsoft Data Gateway ("Data Gateway"):
  - ▶ Included within this project, is software that allows integrations within Agency's local environment to communicate with Axon's cloud hosted environment.
  - ▶ Agency agrees to provide a CJIS server and operating environment for hosting of the Data Gateway.

## **Sixth Amendment to Master Services and Purchasing Agreement**

This Sixth Amendment (**Amendment**) is between Axon Enterprise, Inc. (**Axon**), and Douglas County, Colorado on behalf of Douglas County Sheriff's Office (**Agency**). This Amendment is effective as of the last signature date on this Amendment.

On June 28, 2016, the parties entered into a Master Services and Purchasing (**Agreement**).

On April 5, 2017, TASER International, Inc. changed its corporate name to Axon Enterprise, Inc. (**Axon**).

On March 26, 2019, the parties approved the First Amendment to the Agreement to extend the original agreement, add additional hardware, and upgrade the existing fleet camera systems.

On October 24, 2019, the parties approved the Second Amendment to the Agreement to add additional hardware to the Agreement.

On June 22, 2020, the parties approved the Third Amendment to the Agreement to add additional hardware to the Agreement.

On August 13, 2020, the parties approved the Fourth Amendment to the Agreement to reflect Agency's upgrade to Axon's Officer Safety Plan 7 (OSP 7).

On August 10, 2022, the parties approved the Fifth Amendment to the Agreement to reflect Agency's upgrade to Axon's Officer Safety Plan 7 Plus (OSP 7+) with Auto-Transcribe and adding Fleet 3 with Automatic License Plate Reader (ALPR) functionality.

The Parties now wish to incorporate certain changes into the Agreement to include additional Axon Officer Safety Plans (OSP 7+) with the Auto-Transcribe feature, additional Fleet 3 Camera Systems with Automatic License Plate Reader (ALPR) capabilities, new Taser 7 plans, and additional basic licenses.

The Parties therefore agree as follows:

1. To incorporate Attachment C: Quote #Q-444671-44964.852MC
2. Section 16 – Maximum Contract Liability is replaced with the following: **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for payment under this Agreement for any amount in excess of eleven million, seven hundred twenty-six thousand, seventy-eight dollars (\$11,726,078.00) for the eight- year contract period ending September 14, 2030, subject to annual appropriations. The County is not under obligation to make any future apportionment or allocation to this agreement.
3. All other terms and conditions of this Agreement shall remain unchanged and in full force and effect. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

***Intentionally left blank; signatures follow on next page***

**AXON ENTERPRISE, INC.**

DocuSigned by:  
Signature:   
55DAE8B331A4424...

Name: Robert E. Driscoll, Jr.

Title: VP, Assoc. General Counsel

Date: 2/8/2023 | 1:38 PM MST

**DOUGLAS COUNTY, COLORADO ON BEHALF OF DOUGLAS COUNTY SHERIFF'S OFFICE**

DocuSigned by:  
Signature:   
2322EA9EBA95429...

Name: Abe Laydon

Title: Douglas County Commissioner

Date: 3/6/2023

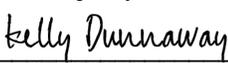
DocuSigned by:  
Signature:   
4D0E70F519BB420...  


Name: Kristin Randlett

Title: Clerk to the Board

Date: 3/6/2023

**APPROVED TO AS LEGAL FORM**

DocuSigned by:  
Signature:   
1C7B1C78DD0D447...

Name: Kelly Dunnaway

Title: Deputy County Attorney

Date: 3/2/2023

**APPROVED TO AS FISCAL CONTENT**

DocuSigned by:  
Signature:   
80C333BC1187403...

Name: Andrew Copland

Title: Director of Finance

Date: 3/2/2023



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-444671-44964.852MC

Issued: 02/07/2023

Quote Expiration: 03/15/2023

Estimated Contract Start Date: 04/15/2023

Account Number: 115238

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
4000 Justice Way 4000 Justice Way Castle Rock, CO 80109-7802 USA	Douglas County Sheriff's Office - CO 4000 Justice Way Castle Rock, CO 80109-7802 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Diane Romero Phone: (303) 814-7080 Email: dromero@dcsheiff.net Fax: (215) 597-0351

### Quote Summary

Program Length	89 Months
<b>TOTAL COST</b>	<b>\$821,213.41</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$821,213.41</b>

### Discount Summary

Average Savings Per Year	\$4,391.80
<b>TOTAL SAVINGS</b>	<b>\$32,572.54</b>

### Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$96,656.78	\$0.00	\$96,656.78
Aug 2024	\$120,759.44	\$0.00	\$120,759.44
Aug 2025	\$120,759.44	\$0.00	\$120,759.44
Aug 2026	\$120,759.44	\$0.00	\$120,759.44
Aug 2027	\$120,759.44	\$0.00	\$120,759.44
Aug 2028	\$120,759.44	\$0.00	\$120,759.44
Aug 2029	\$120,759.43	\$0.00	\$120,759.43
<b>Total</b>	<b>\$821,213.41</b>	<b>\$0.00</b>	<b>\$821,213.41</b>

Quote Unbundled Price:	\$853,785.95
Quote List Price:	\$836,415.60
Quote Subtotal:	\$821,213.41

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B	Fleet 3 Basic	10	87	\$128.90	\$129.00	\$127.99	\$111,351.30	\$0.00	\$111,351.30
T7Basic	2021 Taser 7 Basic Bundle	10	89	\$36.82	\$42.00	\$41.94	\$37,326.60	\$0.00	\$37,326.60
OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	89	\$217.55	\$220.00	\$213.71	\$551,585.51	\$0.00	\$551,585.51
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	29			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	4			\$1,538.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	87		\$49.00	\$49.00	\$42,630.00	\$0.00	\$42,630.00
85760	Auto-Transcribe Unlimited Service	29	89		\$20.00	\$20.00	\$51,620.00	\$0.00	\$51,620.00
BasicLicense	Basic License Bundle	20	89		\$15.00	\$15.00	\$26,700.00	\$0.00	\$26,700.00
<b>Total</b>							<b>\$821,213.41</b>	<b>\$0.00</b>	<b>\$821,213.41</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	29	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER 7 BATTERY PACK, TACTICAL	34	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	29	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	87	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	58	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	87	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	58	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	58	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	58	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	29	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	29	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	58	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 7 6-BAY DOCK AND CORE	1	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	29	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/15/2023
2021 Taser 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	03/15/2023
2021 Taser 7 Basic Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	12	03/15/2023
2021 Taser 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10	03/15/2023
2021 Taser 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/15/2023
2021 Taser 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/15/2023
2021 Taser 7 Basic Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	03/15/2023
2021 Taser 7 Basic Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/15/2023
2021 Taser 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	32	03/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	29	03/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	32	03/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	03/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	03/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	4	03/15/2023
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	05/15/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	10	05/15/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	05/15/2023
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	10	05/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	05/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	58	03/15/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	58	03/15/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	58	03/15/2025

**Hardware**

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	58	03/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	58	03/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	58	03/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	29	09/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	09/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	58	03/15/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	58	03/15/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	58	03/15/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	58	03/15/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	29	03/15/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	03/15/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	290	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	29	04/15/2023	09/14/2030
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	10	04/15/2023	09/14/2030
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	04/15/2023	09/14/2030
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	04/15/2023	09/14/2030
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	20	04/15/2023	09/14/2030
A la Carte	85760	Auto-Transcribe Unlimited Service	29	04/15/2023	09/14/2030
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	10	06/15/2023	09/14/2030
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	20	06/15/2023	09/14/2030
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	06/15/2023	09/14/2030

**Services**

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	29
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	29
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	29	04/15/2023	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	34	03/15/2024	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	29	03/15/2024	09/14/2030

**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/15/2024	09/14/2030
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	03/15/2024	09/14/2030
2021 Taser 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	03/15/2024	09/14/2030
2021 Taser 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	10	03/15/2024	09/14/2030
2021 Taser 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/15/2024	09/14/2030
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	10	05/15/2024	09/14/2030
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	05/15/2024	09/14/2030

## Payment Details

<b>Mar 2023</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$5,017.55	\$0.00	\$5,017.55
Year 1	85760	Auto-Transcribe Unlimited Service	29	\$6,075.67	\$0.00	\$6,075.67
Year 1	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	20	\$3,142.59	\$0.00	\$3,142.59
Year 1	Fleet3B	Fleet 3 Basic	10	\$13,106.05	\$0.00	\$13,106.05
Year 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$64,921.58	\$0.00	\$64,921.58
Year 1	T7Basic	2021 Taser 7 Basic Bundle	10	\$4,393.34	\$0.00	\$4,393.34
<b>Total</b>				<b>\$96,656.78</b>	<b>\$0.00</b>	<b>\$96,656.78</b>

<b>Aug 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 2	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 2	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 2	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 2	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

<b>Aug 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 3	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 3	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 3	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 3	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

<b>Aug 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 4	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 4	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24

<b>Aug 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 4	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 4	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

<b>Aug 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 5	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 5	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 5	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 5	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 5	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

<b>Aug 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 6	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 6	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 6	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 6	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 6	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 6	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 6	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 6	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

<b>Aug 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 7	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.75	\$0.00	\$6,268.75
Year 7	85760	Auto-Transcribe Unlimited Service	29	\$7,590.73	\$0.00	\$7,590.73
Year 7	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 7	BasicLicense	Basic License Bundle	20	\$3,926.21	\$0.00	\$3,926.21
Year 7	Fleet3B	Fleet 3 Basic	10	\$16,374.20	\$0.00	\$16,374.20
Year 7	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.78	\$0.00	\$81,110.78
Year 7	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.76	\$0.00	\$5,488.76
<b>Total</b>				<b>\$120,759.43</b>	<b>\$0.00</b>	<b>\$120,759.43</b>



**Douglas County Government**  
 Finance Department, Purchasing Division  
 100 Third Street, Suite 130  
 Castle Rock, Colorado 80104  
 Phone: 303-660-7430

**Date Requested:** 08/21/24      **Requested By:** Cpt. Troy McCarty/DM  
**Department Number:** 21350      **Telephone Number:** 303-660-7569  
**Department Name:** Technology Section      **Delivery Address:** Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

**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**

**Account Number:** 21350.444550

**Vendor**

AXON Enterprise Inc.  
 Department 2018  
 P.O. Box 29661  
 Phoenix, AZ

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
		Annual Maintenance per Aug 2024 Invoice Plan 5th Amendment	\$1,403,771.05	
		Annual Maintenance per Aug 2024 Invoice Plan 6th Amendment	\$102,759.44	
		Total Amount	\$ 1,524,530.49	
1		Annual Maintenance for 5th and 6th Amendment - GF	\$1,252,200.49	\$1,252,200.49
			<b>Total Price</b>	<b>\$1,252,200.49</b>

**Special Instructions:**

Separate purchase requisitions will be done by fund.

General Fund Portion                      \$1,252,200.49  
 LEA Portion                                      \$109,700  
 Safety and Mental Health Portion        \$162,600  
 Total AXON invoice                          \$1,524,530.49

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

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

## Payment Details

Mar 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$5,017.55	\$0.00	\$5,017.55
Year 1	85760	Auto-Transcribe Unlimited Service	29	\$6,075.67	\$0.00	\$6,075.67
Year 1	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	20	\$3,142.59	\$0.00	\$3,142.59
Year 1	Fleet3B	Fleet 3 Basic	10	\$13,106.05	\$0.00	\$13,106.05
Year 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$64,921.58	\$0.00	\$64,921.58
Year 1	T7Basic	2021 Taser 7 Basic Bundle	10	\$4,393.34	\$0.00	\$4,393.34
<b>Total</b>				<b>\$96,656.78</b>	<b>\$0.00</b>	<b>\$96,656.78</b>

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 2	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 2	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 2	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 2	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 3	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 3	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 3	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 3	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 4	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 4	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24

<b>Aug 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2024</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 3	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 3	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 3	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 3	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 3	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2025</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 4	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 4	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 4	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01

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"AXON Enterprise, Inc." 

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Contract Opportunities

Current Response Date  
**February 13, 2024 at 09:12 AM MST**

Notice Type  
**Original Award Notice**

Updated Date  
**Feb 13, 2024**

Published Date  
**Feb 13, 2024**

Showing 1 - 1 of 1 results

### Multiple Award Schedule

**Notice ID: 47QSMD20R0001**

...

Awardee  
**AXON ENTERPRISE, INC.** Unique Entity ID  
**TBW7MGPYURM7**

Department/Ind.Agency  
**GENERAL SERVICES ADMINISTRATION** Subtier  
**FEDERAL ACQUISITION SERVICE** Office  
**GSA/FAS FURNITURE SYSTEMS MGT DIV**

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Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
21350 TECHNOLOGY SECTION								
433000 SUPPLIES	.00	.00	.00	.00	.00	.00	.00	.0
433200 Office Supplies	130.17	.00	.00	.00	.00	.00	.00	.0
433210 Computer Supplies	4,354.68	7,000.00	4,972.92	.00	7,000.00	7,000.00	2,027.08	29.0
433240 Office Equip. Accessories	52.08	.00	.00	.00	.00	.00	.00	.0
433400 Operating Supplies	104.50	1,700.00	200.00	.00	1,000.00	1,000.00	800.00	80.0
433500 Clothing & Uniforms	.00	600.00	557.93	.00	500.00	500.00	(57.93)	(11.6)
433930 Operating Equip. Accessories	1,583.45	800.00	660.44	.00	800.00	800.00	139.56	17.4
433940 Computer Hard/Soft (< \$500)	4,307.37	8,300.00	2,414.17	.00	8,300.00	8,300.00	5,885.83	70.9
433950 Communications Equip. Access	9,213.91	4,900.00	1,956.37	.00	4,900.00	4,900.00	2,943.63	60.1
436600 Other Repair & Maint. Suppli	12,605.32	11,600.00	1,140.58	.00	12,300.00	12,300.00	11,159.42	90.7
433000 SUPPLIES	32,351.48	34,900.00	11,902.41	.00	34,800.00	34,800.00	22,897.59	65.8
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
438500 C.A.-Computer-Related	.00	13,000.00	1,558.00	.00	13,000.00	13,000.00	11,442.00	88.0
438000 CONTROLLABLE ASSETS (C.A.)	.00	13,000.00	1,558.00	.00	13,000.00	13,000.00	11,442.00	88.0
439000 PURCHASED SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
439200 Postage & Delivery Svc.	85.75	200.00	24.34	.00	200.00	200.00	175.66	87.8
440200 Newspaper Notices/Advertisin	34.80	.00	.00	.00	.00	.00	.00	.0
442350 Employee Phone Allowance	1,040.00	1,900.00	1,600.00	.00	1,000.00	1,000.00	(600.00)	(60.0)
442430 Pager & Wireless	45.12	4,800.00	.00	.00	.00	.00	.00	.0
443100 Medical, Dental & Vet Servic	110.00	.00	105.00	.00	.00	.00	(105.00)	(100.0)
443600 Other Professional Services	19,833.33	18,500.00	1,500.00	.00	18,500.00	18,500.00	17,000.00	91.9
443625 Employee Bi-Lingual Allowanc	3,500.00	4,200.00	875.00	.00	4,200.00	4,200.00	3,325.00	79.2
444500 Software/Hardware Supp./Main	396,803.96	531,600.00	366,000.53	40,665.52	540,400.00	526,200.00	119,533.95	22.7
444550 Software/Hardware Subscripti	459,220.89	1,586,800.00	63,474.81	31,907.03	1,499,600.00	1,513,800.00	1,418,418.16	93.7
444700 Other Repair & Maint. Servic	852.50	4,500.00	.00	.00	4,500.00	4,500.00	4,500.00	100.0
445200 Metro Area Meeting Expense	.00	300.00	.00	.00	300.00	300.00	300.00	100.0
445300 Travel Expense	7,056.44	20,900.00	5,632.23	.00	30,900.00	30,900.00	25,267.77	81.8
446100 Conference,Seminar, Train Fe	4,785.20	10,300.00	1,364.00	.00	20,300.00	20,300.00	18,936.00	93.3

Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
446300 Prof. Membership & Licenses	998.00	.00	23.93	.00	.00	.00	(23.93)	(100.0)
446400 Books & Subscription	(2.99)	.00	624.00	.00	.00	.00	(624.00)	(100.0)
446500 Other Training Services	4,222.72	6,300.00	.00	.00	6,300.00	6,300.00	6,300.00	100.0
447500 Other Purchased Services	367.50	.00	.00	.00	.00	.00	.00	.0
439000 PURCHASED SERVICES	898,953.22	2,190,300.00	441,223.84	72,572.55	2,126,200.00	2,126,200.00	1,612,403.61	75.8
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
449055 Fuel Charges	9,005.78	9,521.00	4,392.59	.00	11,842.00	11,842.00	7,449.41	62.9
449056 Fleet Maintenance	3,579.75	2,739.00	2,519.98	.00	2,798.00	2,798.00	278.02	9.9
449057 Fleet Outside Repairs	815.00	121.00	.00	.00	340.00	340.00	340.00	100.0
449058 Fleet Internal Labor	3,087.60	2,019.00	1,689.94	.00	2,920.00	2,920.00	1,230.06	42.1
449000 FIXED CHARGES	16,488.13	14,400.00	8,602.51	.00	17,900.00	17,900.00	9,297.49	51.9
454000 DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	.0
454226 Subscription Principal	694,099.50	.00	.00	.00	.00	.00	.00	.0
454326 Subscription Interest	352,702.15	.00	.00	.00	.00	.00	.00	.0
454000 DEBT SERVICE	1,046,801.65	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEM	.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEM	.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
471000 CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	.0
21350 TECHNOLOGY SECTION	1,994,594.48	2,252,600.00	463,286.76	72,572.55	2,191,900.00	2,191,900.00	1,656,040.69	75.6



**Douglas County Government**  
 Finance Department, Purchasing Division  
 100 Third Street, Suite 130  
 Castle Rock, Colorado 80104  
 Phone: 303-660-7430

**Date Requested:** 08/21/24      **Requested By:** Cpt. Troy McCarty/DM  
**Department Number:** 22350      **Telephone Number:** 303-660-7569  
**Department Name:** LEA/Technology Section      **Delivery Address:** Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

**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**

**Account Number:** 22350.444550

**Vendor**

AXON Enterprise Inc.  
 Department 2018  
 P.O. Box 29661  
 Phoenix, AZ

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
		Annual Maintenance per Aug 2024 Invoice Plan 5th Amendment	\$1,403,771.05	
		Annual Maintenance per Aug 2024 Invoice Plan 6th Amendment	\$102,759.44	
		Total Amount	\$ 1,524,530.49	
1		Annual Maintenance for 5th and 6th Amendment - LEA Portion	\$109,700.00	\$109,700.00
			<b>Total Price</b>	<b>\$109,700.00</b>

**Special Instructions:**

Separate purchase requisitions will be done by fund.

General Fund Portion                      \$1,252,200.49  
 LEA Portion                                      \$109,700  
 Safety and Mental Health Portion                      \$162,600  
 Total AXON invoice                                      \$1,524,530.49

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

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

### Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mar 2023						
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$5,017.55	\$0.00	\$5,017.55
Year 1	85760	Auto-Transcribe Unlimited Service	29	\$6,075.67	\$0.00	\$6,075.67
Year 1	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	20	\$3,142.59	\$0.00	\$3,142.59
Year 1	Fleet3B	Fleet 3 Basic	10	\$13,106.05	\$0.00	\$13,106.05
Year 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$64,921.58	\$0.00	\$64,921.58
Year 1	T7Basic	2021 Taser 7 Basic Bundle	10	\$4,393.34	\$0.00	\$4,393.34
<b>Total</b>				<b>\$96,656.78</b>	<b>\$0.00</b>	<b>\$96,656.78</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Aug 2024						
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 2	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 2	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 2	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 2	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Aug 2025						
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 3	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 3	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 3	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 3	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Aug 2026						
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 4	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 4	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24

<b>Aug 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2024</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 3	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 3	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 3	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 3	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 3	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

<b>Aug 2025</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 4	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 4	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 4	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01

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- All Words (i)
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"AXON Enterprise, Inc." x

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Budget vs. Actual Activity - B.U.

Budget vs Actual Rpt(CONDENSED)

For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
22350 LEA/TECHNOLOGY SERVICES								
433000 SUPPLIES	.00	.00	.00	.00	.00	.00	.00	.0
436600 Other Repair & Maint. Suppli	.00	4,000.00	3,815.68	.00	7,500.00	7,500.00	3,684.32	49.1
433000 SUPPLIES	.00	4,000.00	3,815.68	.00	7,500.00	7,500.00	3,684.32	49.1
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
439000 PURCHASED SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
442420 Cell Phone Service	.00	500.00	.00	.00	.00	.00	.00	.0
444550 Software/Hardware Subscripti	35,075.00	119,900.00	54,405.04	.00	123,200.00	173,275.00	120,869.96	69.0
444700 Other Repair & Maint. Servic	.00	1,000.00	.00	.00	1,000.00	1,000.00	1,000.00	100.0
439000 PURCHASED SERVICES	35,075.00	121,400.00	54,405.04	.00	124,200.00	176,275.00	121,869.96	69.1
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEM	.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEM	.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
471000 CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	.0
22350 LEA/TECHNOLOGY SERVICES	35,075.00	125,400.00	58,220.72	.00	131,700.00	183,775.00	125,554.28	68.3



**Douglas County Government**  
 Finance Department, Purchasing Division  
 100 Third Street, Suite 130  
 Castle Rock, Colorado 80104  
 Phone: 303-660-7430

**Date Requested:** 08/21/24      **Requested By:** Cpt. Troy McCarty/DM  
**Department Number:** 27125      **Telephone Number:** 303-660-7569  
**Department Name:** Technology Section      **Delivery Address:** Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109

**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

**Account Number:** 27125.444550

**Vendor**

AXON Enterprise Inc.  
 Department 2018  
 P.O. Box 29661  
 Phoenix, AZ

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
		Annual Maintenance per Aug 2024 Invoice Plan 5th Amendment	\$1,403,771.05	
		Annual Maintenance per Aug 2024 Invoice Plan 6th Amendment	\$102,759.44	
		Total Amount	\$ 1,524,530.49	
1		Annual Maintenance for 5th and 6th Amendment - Safety and Mental Health Fund	\$162,600.00	\$162,600.00

**Total Price**      **\$162,600.00**

**Special Instructions:**

Separate purchase requisitions will be done by fund.

General Fund Portion      \$1,252,200.49  
 LEA Portion      \$109,700  
 Safety and Mental Health Portion      \$162,600  
 Total AXON invoice      \$1,524,530.49

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

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

### Payment Details

Mar 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$5,017.55	\$0.00	\$5,017.55
Year 1	85760	Auto-Transcribe Unlimited Service	29	\$6,075.67	\$0.00	\$6,075.67
Year 1	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	20	\$3,142.59	\$0.00	\$3,142.59
Year 1	Fleet3B	Fleet 3 Basic	10	\$13,106.05	\$0.00	\$13,106.05
Year 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$64,921.58	\$0.00	\$64,921.58
Year 1	T7Basic	2021 Taser 7 Basic Bundle	10	\$4,393.34	\$0.00	\$4,393.34
<b>Total</b>				<b>\$96,656.78</b>	<b>\$0.00</b>	<b>\$96,656.78</b>

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 2	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 2	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 2	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 2	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 3	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 3	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24
Year 3	Fleet3B	Fleet 3 Basic	10	\$16,374.21	\$0.00	\$16,374.21
Year 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	29	\$81,110.63	\$0.00	\$81,110.63
Year 3	T7Basic	2021 Taser 7 Basic Bundle	10	\$5,488.90	\$0.00	\$5,488.90
<b>Total</b>				<b>\$120,759.44</b>	<b>\$0.00</b>	<b>\$120,759.44</b>

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	\$6,268.74	\$0.00	\$6,268.74
Year 4	85760	Auto-Transcribe Unlimited Service	29	\$7,590.72	\$0.00	\$7,590.72
Year 4	AB3C	AB3 Camera Bundle	29	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	20	\$3,926.24	\$0.00	\$3,926.24

**Aug 2023**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

**Aug 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 3	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 3	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 3	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	200	\$0.00	\$0.00	\$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	192	\$4,247.44	\$0.00	\$4,247.44
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	483	\$0.00	\$0.00	\$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	403	\$0.00	\$0.00	\$0.00
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	5	\$0.00	\$0.00	\$0.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	194	\$112,568.23	\$0.00	\$112,568.23
Year 3	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	194	\$0.00	\$0.00	\$0.00
Year 3	87050	FLEET VIEW XL LICENSE	192	\$3,622.81	\$0.00	\$3,622.81
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$57,752.46	\$0.00	\$57,752.46
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	194	\$162,473.31	\$0.00	\$162,473.31
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	11	\$3,300.00	\$0.00	\$3,300.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$373.83	\$0.00	\$373.83
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	15	\$17,820.00	\$0.00	\$17,820.00
<b>Total</b>				<b>\$1,403,771.05</b>	<b>\$0.00</b>	<b>\$1,403,771.05</b>

**Aug 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20247	TASER 7 ONLINE TRAINING CONTENT LICENSE	403	\$0.00	\$0.00	\$0.00
Year 4	73891	RECORDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	\$2,565.60	\$0.00	\$2,565.60
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85760	Auto-Transcribe Unlimited Service	403	\$79,661.85	\$0.00	\$79,661.85
Year 4	BasicLicense	Basic License Bundle	40	\$7,556.42	\$0.00	\$7,556.42
Year 4	OSP7+10Year	2021 - OFFICER SAFETY PLAN 7 PLUS 10 Year	403	\$908,558.87	\$0.00	\$908,558.87
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	194	\$31,531.22	\$0.00	\$31,531.22
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	194	\$11,739.01	\$0.00	\$11,739.01

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For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
00221 SAFETY AND MENTAL HEALTH								
433000 SUPPLIES	.00	.00	.00	.00	.00	.00	.00	.0
433200 Office Supplies	107.09	400.00	.00	.00	400.00	400.00	400.00	100.0
433210 Computer Supplies	.00	1,200.00	239.76	.00	200.00	200.00	(39.76)	(19.9)
433400 Operating Supplies	4,226.44	900.00	2,635.94	.00	2,100.00	2,500.00	(135.94)	(5.4)
433420 Employee Recognition Supplie	.00	200.00	.00	.00	200.00	200.00	200.00	100.0
433450 First Aid Supplies	54.23	1,173.00	1,043.59	.00	2,800.00	3,200.00	2,156.41	67.4
433500 Clothing & Uniforms	17,210.41	32,150.00	38,393.59	25,383.10	69,000.00	80,987.00	17,210.31	21.3
433600 Uniform/Equip/ Tool Allowanc	9,450.00	9,450.00	6,850.00	.00	12,600.00	17,325.00	10,475.00	60.5
433700 Firearm Supplies	12,939.19	13,600.00	109.98	.00	17,200.00	22,822.00	22,712.02	99.5
433710 Firearm Accessories	.00	540.00	560.50	.00	.00	2,656.00	2,095.50	78.9
433720 Firearms (< \$500)	.00	.00	.00	.00	.00	6,000.00	6,000.00	100.0
433930 Operating Equip. Accessories	2,623.22	.00	4,525.33	.00	.00	.00	(4,525.33)	(100.0)
433950 Communications Equip. Access	924.00	.00	1,408.00	.00	.00	.00	(1,408.00)	(100.0)
436600 Other Repair & Maint. Suppli	1,370.36	.00	694.27	.00	600.00	600.00	(94.27)	(15.7)
433000 SUPPLIES	48,904.94	59,613.00	56,460.96	25,383.10	105,100.00	136,890.00	55,045.94	40.2
438000 CONTROLLABLE ASSETS (C.A.)	.00	.00	.00	.00	.00	.00	.00	.0
438200 C.A.-Firearms/Jasers	16,865.60	18,081.00	.00	45,899.30	17,100.00	17,100.00	(28,799.30)	(168.4)
438500 C.A.-Computer-Related	1,776.75	18,108.00	2,782.75	.00	.00	5,000.00	2,217.25	44.3
438800 C.A.-Other Equipment	6,672.88	17,984.00	.00	30,100.00	134,900.00	139,800.00	109,700.00	78.5
438000 CONTROLLABLE ASSETS (C.A.)	25,315.23	54,173.00	2,782.75	75,999.30	152,000.00	161,900.00	83,117.95	51.3
439000 PURCHASED SERVICES	.00	.00	.00	.00	.00	.00	.00	.0
439200 Postage & Delivery Svc.	81.46	.00	.00	.00	.00	.00	.00	.0
440100 Printing/Copying/Reports	114.45	.00	108.15	.00	100.00	100.00	(8.15)	(8.2)
442420 Cell Phone Service	10,139.37	11,250.00	3,527.82	.00	15,500.00	15,770.00	12,242.18	77.6
442430 Pager & Wireless	.00	.00	.00	.00	1,750.00	1,750.00	1,750.00	100.0
443100 Medical, Denial & Vet Servic	215.00	600.00	.00	.00	1,200.00	1,400.00	1,400.00	100.0
443600 Other Professional Services	.00	.00	.00	.00	1,900.00	1,900.00	1,900.00	100.0
443625 Employee Bi-Lingual Allowanc	2,100.00	2,100.00	1,225.00	.00	2,100.00	2,100.00	875.00	41.7

Budget vs Actual Activity - Fund

Budget vs Actual Rpt(CONDENSED)

For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
444550 Software/Hardware Subscript	16,943.22	119,138.00	.00	.00	136,899.00	141,799.00	141,799.00	100.0
444700 Other Repair & Maint. Serv	2,094.75	4,500.00	450.00	.00	4,500.00	4,500.00	4,050.00	90.0
445200 Metro Area Meeting Expense	140.00	700.00	320.89	.00	700.00	700.00	379.11	54.2
445300 Travel Expense	49,932.49	64,900.00	65,057.07	.00	64,900.00	65,700.00	642.93	1.0
446100 Conference,Seminar, Train Fe	36,577.00	28,700.00	20,850.00	.00	40,000.00	42,000.00	21,150.00	50.4
446300 Prof. Membership & Licenses	990.00	2,900.00	1,127.50	.00	3,000.00	3,100.00	1,972.50	63.6
446400 Books & Subscription	.00	600.00	.00	.00	2,200.00	2,200.00	2,200.00	100.0
446500 Other Training Services	.00	.00	.00	.00	9,800.00	9,800.00	9,800.00	100.0
447250 Range Fees	9,300.00	10,230.00	14,070.00	.00	13,500.00	13,800.00	(270.00)	(2.0)
447500 Other Purchased Services	.00	.00	.00	.00	59,826.00	47,598.00	47,598.00	100.0
447900 Recruitment Costs	.00	4,500.00	762.30	.00	3,400.00	5,200.00	4,437.70	85.3
439000 PURCHASED SERVICES	128,627.74	250,118.00	107,498.73	.00	361,275.00	359,417.00	251,918.27	70.1
448000 BUILDING MATERIALS	.00	.00	.00	.00	.00	.00	.00	.0
448000 BUILDING MATERIALS	.00	.00	.00	.00	.00	.00	.00	.0
449000 FIXED CHARGES	.00	.00	.00	.00	.00	.00	.00	.0
449055 Fuel Charges	26,933.58	52,438.00	8,006.76	.00	129,546.00	131,846.00	123,839.24	93.9
449056 Fleet Maintenance	21,554.42	21,729.00	6,101.40	.00	25,907.00	27,307.00	21,205.60	77.7
449057 Fleet Outside Repairs	3,206.25	11,103.00	681.75	.00	7,460.00	7,460.00	6,778.25	90.9
449058 Fleet Internal Labor	14,430.87	11,044.00	9,358.75	.00	11,789.00	11,789.00	2,430.25	20.6
449400 ISF-Liability & Prop Insuran	7,275.96	7,300.00	5,050.56	.00	7,576.00	7,576.00	2,525.44	33.3
453100 Treasurer's Fees	42,783.30	41,100.00	63,686.91	.00	62,552.00	62,552.00	(1,134.91)	(1.8)
449000 FIXED CHARGES	116,184.38	146,714.00	92,886.13	.00	244,830.00	248,530.00	155,643.87	62.6
454000 DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	.0
454226 Subscription Principal	74,635.33	.00	.00	.00	.00	.00	.00	.0
454326 Subscription Interest	22,021.45	.00	.00	.00	.00	.00	.00	.0
454000 DEBT SERVICE	96,656.78	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEMN	.00	.00	.00	.00	.00	.00	.00	.0

For the Eight Months Ending August 31, 2024

Description	Prior Year Actual	Prior Year Budget	Current Year Actual	Current Year Encumbrance	Adopted Budget	Amended Budget	Current Year Available	% Remaining
465100 Contributions - Misc.	50.00	.00	.00	.00	.00	.00	.00	.0
455000 GRANTS, CONTRIBUTIONS, INDEMNI	50.00	.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
474200 Other Contr. & Maint. Equip.	.00	86,500.00	.00	.00	.00	.00	.00	.0
474300 Cars, Vans, Pickups	.00	173,000.00	212,213.65	461,686.64	930,600.00	1,017,100.00	343,199.71	33.7
474350 Capital Com.SystemsRadio	.00	57,000.00	87,453.63	26,828.49	.00	19,600.00	(94,682.12)	(483.1)
474800 Other Machinery & Equip.	.00	.00	.00	.00	.00	7,900.00	7,900.00	100.0
474998 RTU Subscriptions	819,857.15	.00	.00	.00	.00	.00	.00	.0
471000 CAPITAL OUTLAY	819,857.15	316,500.00	299,667.28	488,515.13	930,600.00	1,044,600.00	256,417.59	24.5
480000 CONTINGENCIES & RESERVES	.00	.00	.00	.00	.00	.00	.00	.0
483100 Miscellaneous Contingency	.00	50,000.00	.00	.00	50,000.00	50,000.00	50,000.00	100.0
480000 CONTINGENCIES & RESERVES	.00	50,000.00	.00	.00	50,000.00	50,000.00	50,000.00	100.0
00221 SAFETY AND MENTAL HEALTHI	1,235,596.22	877,118.00	559,295.85	589,897.53	1,843,805.00	2,001,337.00	852,143.62	42.6

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Captain Myra Buys

**DESCRIPTION:** 2024 Third Amendment to the Allied Universal Security Services Public Contract for Services for Justice Center and County Building Security in the Amount of \$1,011,665.00.

**SUMMARY:** On January 11, 2022, the Board of County Commissioners awarded RFP #045-21 to Allied Universal Security Services. Four one-year options to extend the related agreement were included for the following:

- 1) Robert A. Christensen Justice Center
- 2) Highlands Ranch Substation (HRSS)
- 3) Wilcox Building, Miller Building, and the parking structure
- 4) Park Meadows Motor Vehicle Office
- 5) Highlands Ranch Motor Vehicle Office
- 6) Human Services Building

This Third Amendment extends the agreement through December 31, 2024, to provide a Security Supervisor in place of a Security Professional for the remainder of the year at the Wilcox Building.

Sufficient funding is included in the 2024 adopted budget for the Sheriff's Office and Facilities Management, and separate purchase orders will be processed accordingly upon approval of the Third Amendment.

**RECOMMENDED ACTION:** Request that the Board approve and sign the Third Amendment through DocuSign.

**REVIEW:**

Darren Weekly	Approve	8/30/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**

2024 Allied Third Amendment\_08272024



**THIRD AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES  
BETWEEN THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF’S OFFICE  
AND ALLIED UNIVERSAL SECURITY SERVICES**

**THIS THIRD AMENDMENT to the AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (hereinafter referred to as the “County”), and **UNIVERSAL PROTECTION SERVICE, LP, d/b/a ALLIED UNIVERSAL SECURITY SERVICES**, authorized to do business in Colorado (the “Contractor”).

**RECITALS**

**WHEREAS**, the County and the Contractor entered into a Public Contract for Services to provide security services at the Robert A. Christensen Justice Center, the Highlands Ranch Substation, the Downtown Castle Rock Government Campus (the Wilcox Building, the Philip S. Miller Building, and the Parking Structure), the Highlands Ranch Motor Vehicle Office and Park Meadows Motor Vehicle Office locations, and the Human Services Building and, as a result of the award of RFP #045-21 dated January 25, 2022, for the period of January 1, 2022 through December 31, 2022; and

**WHEREAS**, the First Amendment utilized the first one-year renewal option to extend the Agreement for the period of January 1, 2023 through December 31, 2023; and

**WHEREAS**, the Second Amendment utilized the second one-year renewal option to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

**WHEREAS**, the County and the Contractor now desire to revise Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 3; and

**WHEREAS**, the County and the Contractor now desire to revise Section 3, COMPENSATION; and

**WHEREAS**, the County and the Contractor now desire to revise Section 4, MAXIMUM CONTRACT LIABILITY.

**NOW, THEREFORE**, the parties hereto mutually agree to modify the following:

1. Section 2, **SCOPE OF SERVICES: Table 3 in Exhibit A, Section 7 has been replaced with the table attached hereto and incorporated herein.** All remaining terms and conditions of Exhibit A shall remain in full force and effect.

2. Section 3, **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in *the updated Exhibit B*, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein. All remaining terms and conditions of Exhibit B shall remain in full force and effect.

3. Section 4, **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated

for this Agreement is **ONE MILLION ELEVEN THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$1,011,665)** for fiscal year 2024. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof to include the base contract amount and any applicable overtime as outlined in ***the updated*** Exhibit B. All remaining terms and conditions of Exhibit B shall remain in full force and effect.

4. All remaining terms and conditions of the Agreement shall remain in full force and effect.

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

\_\_\_\_\_  
George Teal  
Chair

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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

**APPROVED AS TO FISCAL CONTENT:**

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

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

**DOUGLAS COUNTY SHERIFF'S  
OFFICE  
BY:**

\_\_\_\_\_  
Darren Weekly  
Sheriff

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Douglas J. DeBord  
County Manager

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway  
Deputy County Attorney

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

**Exhibit A  
SCOPE OF SERVICES**

1. Section 7, Staffing Schedules by Location – The Contractor will provide security services as outlined below:

<b>WILCOX BUILDING – 301 WILCOX STREET, CASTLE ROCK, CO 80104 PARKING STRUCTURE – 100 THRID STREET, CASTLE ROCK, CO 80104 PHILIP S. MILLER BUILDING – 100 THRID STREET, CASTLE ROCK, CO 80104 TABLE 3</b>						
Position	Hours	Monday	Tuesday	Wednesday	Thursday	Friday
<b><i>Security Supervisor</i></b>	40.0	<b><i>0745 1645</i></b>	<b><i>0745 1645</i></b>	<b><i>0745 1645</i></b>	<b><i>0745 1645</i></b>	<b><i>0745 1645</i></b>
SO #1	40.0	0800 1700	0800 1700	0800 1700	0800 1700	0800 1700
SO #2	40.0	0800 1700	0800 1700	0800 1700	0800 1700	0800 1700
Total	120.00 Hours Weekly					

\* All remaining terms and conditions of Exhibit A shall remain in full force and effect.

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**Exhibit B  
METHOD OF PAYMENT**

**AMENDED PAY RATES AND BILL RATES FOR MAY 31, 2024 - DECEMBER 31, 2024-  
WILCOX, MILLER BLDGS AND GARAGE ONLY**

PAY RATES AND BILL RATES FOR 2024 - WILCOX, MILLER BLDGE AND GARAGE											
	Hourly Rate Paid to Employee (Weighted Average)	Hourly Rate Billed	Billing Rate %	Weekly Hours	Weekly Cost	Annual Hours	Employee Hours per Shift	# of Holidays	Less Holiday Hours	Net Hours Billed	Annual Total
Wilcox, Miller Bldgs and Garage	\$ 21.00	\$ 30.03	43.00%	120	\$ 3,603.60	6,240	8	11.5	276.0	5,964.00	\$ 179,098.92
AMENDMENT 3: PAY RATES AND BILL RATES FOR MAY 31, 2024 - DECEMBER 31, 2024- WILCOX, MILLER BLDGS AND GARAGE											
	Hourly Rate Paid to Employee (Weighted Average)	Hourly Rate Billed	Billing Rate %	Weekly Hours	Weekly Cost	Annual Hours	Employee Hours per Shift	# of Holidays	Less Holiday Hours	Net Hours Billed	Annual Total
Wilcox, Miller Bldgs and Garage, Supervisor	\$ 22.00	\$ 31.46	43.00%	40	\$ 1,258.40	1,224	8	7.5	60.0	1,164.00	\$ 36,619.44
Wilcox, Miller Bldgs and Garage	\$ 21.00	\$ 30.03	43.00%	80	\$ 2,402.40	2,448	8	7.5	120.0	2,328.00	\$ 69,909.84
<i>Total Cost for May 31, 2024 - December 31, 2024</i>				120	\$ 3,660.80	3,672			180.0	3,492.00	\$ 106,529.28
<i>Amendment #3 Maximum Contract Liability Increase</i>	\$ 1.00	\$ 1.43	43.00%	40	\$ 57.20	1,224	8	7.5	60.0	1,164.00	\$ 1,664.52

\*All remaining terms and conditions of Exhibit B shall remain in full force and effect.

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Zachary Humbles, PE, Special Projects Engineer

**DESCRIPTION:** Two Separate Construction Contracts with EMR Enterprises, LLC, and Omerta Stormwater Management, Respectively, both for the 2024 GESC On-Call & Surety Project, in the Amount of \$132,954.96 Each, for a Total Contract Amount of \$265,909.92 Combined, Douglas County Project Number SP 2024 - 011.

**SUMMARY:** The 2014 Grading Erosion & Sediment Control (GESC) On-Call & Surety Project will continue to enable Douglas County to maintain compliance with its Colorado Discharge Permit System (CDPS) Permit. Additionally, this easily allows the Public Works Engineering team to respond to internal GESC & related permitting, and site stabilization requirements across the County.

Staff requested quotes from nine (9) contractors to complete the project; they were selected based on recent similar projects they had completed for the County. Four (4) out of the nine (9) contractors provided quotes. Two (2) contractors were chosen (instead of one (1)) to provide ‘timely’ On-Call GESC services and to handle permit compliance shortfalls (or similar challenges), with the understanding that the on-call contract allows for various quantity and delivery as different issues arise in the field. The actual award for each contract is \$132,954.96, for a combined grand total contract amount of \$265,909.92.

The 9 Quotes, prorated at 14.58% to reflect the budget and indefinite unknown quantities, were as follows:

<b>EMR</b>	<b>\$132,954.96</b>
<b>OMERTA</b>	<b>\$166,582.10</b>
PASE	\$191,318.60
Hydroturf	\$197,072.80
CDI	Did not bid (too busy)
Clough Cattle Co	Did not bid (too busy)
JPL	Did not bid (too busy)
Left Hand Excavating	Did not bid (too busy)

Based on the historical annual amount expended on the previous on-call stabilization contracts, it was deemed that a total budget of \$265,909.92 (\$132,954.96 per contract) would cover all On-Call GESC issues in the County and additionally would take into consideration the requirement for the MS4 permit response and compliance. Omerta agreed to the contract amount of \$132,954.96, which is the quote that EMR Enterprises provided.

Funding for these two (2) Construction Contracts is set aside in Fund 200, Business Unit 800506.

**RECOMMENDED  
ACTION:**

Approval of the two (2) separate Construction Contracts with EMR Enterprises, LLC, and Omerta Stormwater Management, respectively, both for the 2024 GESC On-Call & Surety Project, in the amount of \$132,954.96 each, for a total contract amount of \$265,909.92 combined, Douglas County Project Number SP 2024 - 011.

**REVIEW:**

Jeanie Parks	Approve	8/27/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**

- EMR contract for 2024 On-0Call GESC BOCC 9\_10\_24 Zak Humbles
- OMERTA contract for 2024 On-Call GESC BOCC 9\_10\_24 Zak Humbles

**2024 GESC On Call Project  
SP 2024-011**

**Construction Contract**

1. **Parties.** This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Board of County Commissioners of the County of Douglas (hereinafter "County") and **EMR ENTERPRISES, LLC**, a Colorado company (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. This Contract;
- B. Approved Construction Plans (Exhibit A);
- C. Bid Schedule (Exhibit B);
- D. Douglas County Roadway Design and Construction Manual, as amended May 2013;
- E. Douglas County Grading, Erosion and Sediment Control Manual, (GESC), dated 2004, as amended;
- F. Douglas County Storm Drainage Design & Technical Criteria Manual
- G. CDOT, Standard Specifications for Road & Bridge Construction, dated 2017;
- H. CDOT, Standard Plans, M & S Standards, dated 2012;
- 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 June 15, 2024 and terminate at 12:00 a.m. on June 14, 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 THIRTY TWO THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS NINETY SIX CENTS (\$132,954.96)** for fiscal year 2024. 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).



**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

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**JANET HERMAN, P. E.**                      **Date**  
Director of Public Works Engineering

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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**ANDREW COPLAND**                                      **Date**  
Director of Finance

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**Chris Pratt**    **Date**  
Senior Assistant County Attorney

## 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 Humbles.
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: \_\_\_\_\_

**TASK NOTICE TO PROCEED FORM**

TO: \_\_\_\_\_

FROM: **DOUGLAS COUNTY GOVERNMENT**

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

REGARDING: **2024 Douglas County Grading, Erosion and Sediment Control (GESC) Notice of GESC On-Call Contract, DOUGLAS COUNTY PROJECT NUMBER SP 2022-001**

You are hereby notified that work associated with this Task Order will commence on \_\_\_\_\_ . On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated \_\_\_\_\_. The Contract Time of **XX calendar days** will be used to establish the Completion date. Therefore, the work shall be completed and ready for final Acceptance by the Completion Date, which shall be \_\_\_\_\_. **You are required to return an acknowledged copy of this notice to the County.**

**ACCEPTANCE OF NOTICE**

Receipt of the above Task Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**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	Megan Datwyler
Department of Public Works Engineering	Douglas County Risk Management
100 Third Street, Suite 220	100 Third Street, 3 <sup>rd</sup> Floor
Castle Rock, Colorado 80104	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.

## Exhibit A

### Scope of Services

Douglas County uses this on-call grading and erosion control contract in order to maintain compliance with its Colorado Discharge Permit System (CDPS) Permit, as well as Douglas County Permit compliance, state water quality, and similar site stabilization.

Douglas County is required by its CDPS Permit to have a program to address projects that default on their GESC Permit responsibilities. As a result, the on-call GESC contracts are different from typical construction agreements because we request the contractors to provide bid schedules on items related to the installation, removal, and repair of erosion and sediment controls on future projects that may default on their GESC Permit obligations. Having this contracting ability will allow Douglas County to maintain compliance until the surety reimbursement process is fully processed for the future projects that are issued a notice of default. In a development from previous years, this award will include the application of the contractor on internal projects in addition to default events.

For the purposes of the GESC On Call contract, the contractor will be issued task orders to complete related work such as repairing failing or non-compliant projects, maintaining GESC structures on active projects, installing new grading and erosion control measures to include all those detailing in the GESC manual as well as CDOT erosion control and site stabilization measures. Additional works may be ordered to include innovative or pilot type stabilization techniques, or industry best practices in related means and manners, not to exceed the practiced experience of the contractor.

The contractor shall be prepared to respond in a timely and prepared manner to task orders for site stabilization, maintenance, installation, and related work. The contractor will coordinate routinely with DC Special Projects Engineers to ensure task order requirements are achieved as well as anticipating future requirements or on-going maintenance required at known project locations to provide the highest fidelity communication and planning possible.

Task 1 – On Call CDPS Permit compliance work. Repairing failed or neglected erosion control and site stabilization from non-DC projects.

Task 2 – On call site stabilization, erosion control, and related permit compliance for DC internal projects, external or partner projects, or DC infrastructure such as roadsides, ditches, and related that are failing or no longer stable.

Task 3 – Pilot or test project application of innovative practices, methods, means, and related for the advancement of DC GESC program development.

**2024 DOUGLAS COUNTY GRADING, EROSION AND SEDIMENT  
CONTROL (GESC) NOTICE OF DEFAULT ON-CALL CONTRACT  
DOUGLAS COUNTY PROJECT NUMBER SP2024-011**

**BID SCHEDULE - EXHIBIT B-1**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>COST</b>
<b>RECLAMATION</b>					
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP Less than 1	0.5	AC	\$ 1,500.00	\$750.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 1-10.99	10	AC	\$ 1,000.00	\$10,000.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 11-100.99	50	AC	\$ 975.00	\$48,750.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 101-500.99	250	AC	\$ 950.00	\$237,500.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 501 Plus	501	AC	\$ 900.00	\$450,900.00
	CLASS I COMPOST	30	CY	\$ 50.00	\$1,500.00
	MOWING TRACTOR WITH OPERATOR	24	HR	\$ 135.00	\$3,240.00
<b>EROSION AND SEDIMENT CONTROLS</b>					
	CHECK DAM	50	LF	\$ 47.00	\$2,350.00
	CONSTRUCTION FENCE - INSTALLATION	200	LF	\$ 1.80	\$360.00
	CONSTRUCTION FENCE - REMOVAL	200	LF	\$ 0.50	\$100.00
	EROSION CONTROL BLANKET - STRAW (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 2.40	\$12,000.00
	EROSION CONTROL BLANKET - STRAW/COCONUT (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 2.60	\$13,000.00
	EROSION CONTROL BLANKET - COCONUT (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 3.00	\$15,000.00
	EROSION CONTROL BLANKET - EXCELSIOR (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 2.65	\$13,250.00
	REINFORCED ROCK BERM - INSTALL	100	LF	\$ 15.00	\$1,500.00
	REINFORCED ROCK BERM - REMOVAL	100	LF	\$ 5.00	\$500.00
	SEDIMENT CONTROL LOG (12 INCH) INSTALL	1,000	LF	\$ 3.25	\$3,250.00
	SEDIMENT CONTROL LOG (12 INCH) REMOVAL	1,000	LF	\$ 0.50	\$500.00
	SILT FENCE	1,000	LF	\$ 1.15	\$1,150.00
	SILT FENCE (HAND PLACEMENT)	1,000	LF	\$ 2.25	\$2,250.00
	SILT FENCE REMOVAL	1,000	LF	\$ 0.65	\$650.00
	REPAIR SILT FENCE	500	LF	\$ 0.50	\$250.00
	SUMP INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 300.00	\$3,000.00
	ON-GRADE INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 200.00	\$2,000.00
	AREA INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 200.00	\$2,000.00
	SUMP INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 75.00	\$750.00
	ON-GRADE INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 75.00	\$750.00
	AREA INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 75.00	\$750.00
	VEHICLE TRACKING PAD INSTALLATION	3	EACH	\$ 1,800.00	\$5,400.00
	VEHICLE TRACKING PAD REMOVAL	3	EACH	\$ 1,200.00	\$3,600.00

**2024 DOUGLAS COUNTY GRADING, EROSION AND SEDIMENT  
CONTROL (GESC) NOTICE OF DEFAULT ON-CALL CONTRACT  
DOUGLAS COUNTY PROJECT NUMBER SP2024-011**

**BID SCHEDULE - EXHIBIT B-1**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
<b>MISCELLANEOUS</b>					
	LABORER WITH TRUCK AND HAND TOOLS	160	HOUR	\$ 57.00	\$9,120.00
	DUMP TRUCK/TRAILER	160	HOUR	\$ 100.00	\$16,000.00
	BACKHOE WITH OPERATOR	160	HOUR	\$ 100.00	\$16,000.00
	SKID STEER WITH OPERATOR	160	HOUR	\$ 95.00	\$15,200.00
	BLOWER TRACTOR WITH OPERATOR	40	HOUR	no bid????	No Bid ??
	SKID STEER WITH POWER BROOM	80	HOUR	\$ 115.00	\$9,200.00
	VACUUM SWEEPER	24	HOUR	No Bid	No Bid
	POTHOLING	40	HOUR	\$ 225.00	\$9,000.00
	FORCE ACCOUNT (TBD BY COUNTY)	TBD	TBD	TBD	TBD
	<i>MOBILIZATION - EROSION CONTROL (TBD Measured from Castle Rock)</i>	35	<i>MILE</i>	\$ 3.00	\$105.00
	<i>MOBILIZATION - RECLAMATION (TBD Measured from Castle Rock)</i>	35	<i>MILE</i>	\$ 3.00	\$105.00
	<b>Total</b>			<b>\$911,730.00</b>	

**2024 GESC On Call Project  
SP 2024-011**

**Construction Contract**

1. **Parties.** This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Board of County Commissioners of the County of Douglas (hereinafter "County") and **OMERTA Storm Water Management Plus, INC.** a Colorado company (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. This Contract;
- B. Approved Construction Plans (Exhibit A);
- C. Bid Schedule (Exhibit B);
- D. Douglas County Roadway Design and Construction Manual, as amended May 2013;
- E. Douglas County Grading, Erosion and Sediment Control Manual, (GESC), dated 2004, as amended;
- F. Douglas County Storm Drainage Design & Technical Criteria Manual
- G. CDOT, Standard Specifications for Road & Bridge Construction, dated 2017;
- H. CDOT, Standard Plans, M & S Standards, dated 2012;
- 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 June 15, 2024 and terminate at 12:00 a.m. on June 14, 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 THIRTY TWO THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS NINETY SIX CENTS (\$132,954.96)** for fiscal year 2024. 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).



**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

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**JANET HERMAN, P. E.**                      **Date**  
Director of Public Works Engineering

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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**ANDREW COPLAND**                                      **Date**  
Director of Finance

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**Chris Pratt**    **Date**  
Senior Assistant County Attorney

## 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 Humbles.
  
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: \_\_\_\_\_

**TASK NOTICE TO PROCEED FORM**

TO: \_\_\_\_\_

FROM: **DOUGLAS COUNTY GOVERNMENT**

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

REGARDING: **2024 Douglas County Grading, Erosion and Sediment Control (GESC) Notice of GESC On-Call Contract, DOUGLAS COUNTY PROJECT NUMBER SP 2022-001**

You are hereby notified that work associated with this Task Order will commence on \_\_\_\_\_ . On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated \_\_\_\_\_. The Contract Time of **XX calendar days** will be used to establish the Completion date. Therefore, the work shall be completed and ready for final Acceptance by the Completion Date, which shall be \_\_\_\_\_. **You are required to return an acknowledged copy of this notice to the County.**

**ACCEPTANCE OF NOTICE**

Receipt of the above Task Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**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.

## Exhibit A

### Scope of Services

Douglas County uses this on-call grading and erosion control contract in order to maintain compliance with its Colorado Discharge Permit System (CDPS) Permit, as well as Douglas County Permit compliance, state water quality, and similar site stabilization.

Douglas County is required by its CDPS Permit to have a program to address projects that default on their GESC Permit responsibilities. As a result, the on-call GESC contracts are different from typical construction agreements because we request the contractors to provide bid schedules on items related to the installation, removal, and repair of erosion and sediment controls on future projects that may default on their GESC Permit obligations. Having this contracting ability will allow Douglas County to maintain compliance until the surety reimbursement process is fully processed for the future projects that are issued a notice of default. In a development from previous years, this award will include the application of the contractor on internal projects in addition to default events.

For the purposes of the GESC On Call contract, the contractor will be issued task orders to complete related work such as repairing failing or non-compliant projects, maintaining GESC structures on active projects, installing new grading and erosion control measures to include all those detailing in the GESC manual as well as CDOT erosion control and site stabilization measures. Additional works may be ordered to include innovative or pilot type stabilization techniques, or industry best practices in related means and manners, not to exceed the practiced experience of the contractor.

The contractor shall be prepared to respond in a timely and prepared manner to task orders for site stabilization, maintenance, installation, and related work. The contractor will coordinate routinely with DC Special Projects Engineers to ensure task order requirements are achieved as well as anticipating future requirements or on-going maintenance required at known project locations to provide the highest fidelity communication and planning possible.

Task 1 – On Call CDPS Permit compliance work. Repairing failed or neglected erosion control and site stabilization from non-DC projects.

Task 2 – On call site stabilization, erosion control, and related permit compliance for DC internal projects, external or partner projects, or DC infrastructure such as roadsides, ditches, and related that are failing or no longer stable.

Task 3 – Pilot or test project application of innovative practices, methods, means, and related for the advancement of DC GESC program development.

**2024 DOUGLAS COUNTY GRADING, EROSION AND SEDIMENT CONTROL (GESC) NOTICE OF DEFAULT ON-CALL CONTRACT  
DOUGLAS COUNTY PROJECT NUMBER SP2024-011**

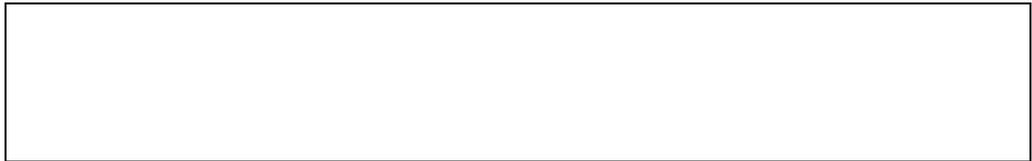
**BID SCHEDULE - EXHIBIT B-1**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
<b>RECLAMATION</b>					
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP Less than 1	1.0	AC	\$ 1,575.00	\$1,575.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 1-10.99	10	AC	\$ 1,375.00	\$13,750.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 11-100.99	50	AC	\$ 1,275.00	\$63,750.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 101-500.99	250	AC	\$ 1,175.00	\$293,750.00
	DISK, DRILL-SEED, STRAW-MULCH/CRIMP 501 Plus	501	AC	\$ 1,075.00	\$538,575.00
	CLASS I COMPOST	30	CY	\$ 107.00	\$3,210.00
	MOWING TRACTOR WITH OPERATOR	24	HR	\$ 225.00	\$5,400.00
<b>EROSION AND SEDIMENT CONTROLS</b>					
	CHECK DAM	50	LF	\$ 95.00	\$4,750.00
	CONSTRUCTION FENCE - INSTALLATION	200	LF	\$ 2.39	\$478.00
	CONSTRUCTION FENCE - REMOVAL	200	LF	\$ 1.00	\$200.00
	EROSION CONTROL BLANKET - STRAW (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 3.52	\$17,600.00
	EROSION CONTROL BLANKET - STRAW/COCONUT (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 4.18	\$20,900.00
	EROSION CONTROL BLANKET - COCONUT (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 4.33	\$21,650.00
	EROSION CONTROL BLANKET - EXCELSIOR (USING NORTH AMERICAN GREEN 12" ECOSTAKES)	5,000	SY	\$ 4.13	\$20,650.00
	REINFORCED ROCK BERM - INSTALL	100	LF	\$ 91.00	\$9,100.00
	REINFORCED ROCK BERM - REMOVAL	100	LF	\$ 72.00	\$7,200.00
	SEDIMENT CONTROL LOG (12 INCH) INSTALL	1,000	LF	\$ 2.03	\$2,030.00
	SEDIMENT CONTROL LOG (12 INCH) REMOVAL	1,000	LF	\$ 0.65	\$650.00
	SILT FENCE	1,000	LF	\$ 1.26	\$1,260.00
	SILT FENCE (HAND PLACEMENT)	1,000	LF	\$ 1.46	\$1,460.00
	SILT FENCE REMOVAL	1,000	LF	\$ 0.66	\$660.00
	REPAIR SILT FENCE	500	LF	\$ 0.76	\$380.00
	SUMP INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 395.00	\$3,950.00
	ON-GRADE INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 395.00	\$3,950.00
	AREA INLET PROTECTION - INCLUDES DELINEATORS	10	EACH	\$ 220.00	\$2,200.00
	SUMP INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 100.00	\$1,000.00
	ON-GRADE INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 100.00	\$1,000.00
	AREA INLET PROTECTION - INCLUDES DELINEATORS - REMOVAL	10	EACH	\$ 100.00	\$1,000.00
	VEHICLE TRACKING PAD INSTALLATION	3	EACH	\$ 2,172.75	\$6,518.25
	VEHICLE TRACKING PAD REMOVAL	3	EACH	\$ 1,550.00	\$4,650.00

**2024 DOUGLAS COUNTY GRADING, EROSION AND SEDIMENT  
CONTROL (GESC) NOTICE OF DEFAULT ON-CALL CONTRACT  
DOUGLAS COUNTY PROJECT NUMBER SP2024-011**

**BID SCHEDULE - EXHIBIT B-1**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
<b>MISCELLANEOUS</b>					
	LABORER WITH TRUCK AND HAND TOOLS	160	HOUR	\$ 49.00	\$7,840.00
	DUMP TRUCK/TRAILER	160	HOUR	\$ 165.00	\$26,400.00
	BACKHOE WITH OPERATOR	160	HOUR	\$ 160.00	\$25,600.00
	SKID STEER WITH OPERATOR	160	HOUR	\$ 97.00	\$15,520.00
	BLOWER TRACTOR WITH OPERATOR	40	HOUR		\$0.00
	SKID STEER WITH POWER BROOM	80	HOUR	\$ 116.00	\$9,280.00
	VACUUM SWEEPER	24	HOUR	\$ 185.00	\$4,440.00
	POTHOLING	40	HOUR	\$ -	\$0.00
	FORCE ACCOUNT (TBD BY COUNTY)	TBD	TBD	TBD	TBD
	<i>MOBILIZATION - EROSION CONTROL (TBD Measured from Castle Rock)</i>	35	MILE	\$ -	\$0.00
	<i>MOBILIZATION - RECLAMATION (TBD Measured from Castle Rock)</i>	35	MILE	\$ -	\$0.00
	<b>Total</b>				<b>\$1,142,326.25</b>



**This Bid is Submitted by:**

**Company: OMERTA STORM WATER PLUS, INC**

**Representative: LA SHAWNDA ALDEN**

**Signature:**

**Title: DIR OF OPERATIONS**

**Address: 3320 CHAMBERS RD, AURORA, CO 80011**

**Phone: 303-280-7115**

**Fax:**

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Benjamin Pierce, P.E., Capital Improvement Projects Supervisor

**DESCRIPTION:** Public Contract for Services with HDR Engineering, Inc. for Utility Relocation Construction Management Services on the Hilltop Road Improvement Project, in the Amount of \$265,000.00, Douglas County Project Number CI 2020-029.

**SUMMARY:** The County intends to reconstruct Hilltop Road and Singing Hills Road to increase capacity and improve safety. The project includes widening Hilltop Road to have two lanes in each direction and will address existing geometric deficiencies to meet current roadway design criteria. The project is split up into three segments which will each be separate construction projects. Segment one is on Hilltop Road from the Legend High School entrance through the intersection of Village Road/Crestview Drive, the second segment is on Hilltop Road from the intersection of Village Road/Crestview Drive to Alpine Drive, and the third segment is on Hilltop Road from Alpine Drive to Singing Hills Road and on Singing Hills Road from Hilltop Road to Flintwood Road. Due to the existing configuration of the corridor, it was most efficient to acquire the necessary right-of-way and relocate existing utilities that conflict with the project for the first two segments simultaneously.

Several existing private utilities along the first two segments of the Hilltop Road corridor conflict with the proposed Hilltop Road reconstruction project and must be relocated prior to construction. Douglas County has acquired the necessary right-of-way to accommodate these relocated utilities, so they are able to begin construction pending submission and approval of the necessary permits from Douglas County Public Works. The utility relocations have been coordinated and designed to avoid conflicts with the proposed roadway reconstruction project and therefore it is necessary to have additional Douglas County oversight of the private utility relocation efforts. This additional oversight ensures costly utility conflicts are not encountered with the relocated lines during future construction of the Hilltop Road reconstruction project.

Professional services associated with this PCS Contract include construction management, surveying, and inspections of private utilities that are being

relocated within right-of-way recently acquired by Douglas County to prepare for the first segment of the Hilltop Road expansion project construction anticipated to begin in early 2025.

HDR Engineering was originally chosen through a competitive selection process in July 2020, administered by Douglas County Engineering Staff, to perform final design tasks for the Hilltop Road Improvement Project. The Request for Proposal (RFP) included a statement that the County may elect to utilize the same consultant for construction management services during construction. The Douglas County Board of County Commissioners approved the original design PCS Contract on September 15, 2020. HDR Engineering has also been on Douglas County's shortlist of firms (shortlist completed bi-annually through Rocky Mountain Bid Net) selected to perform construction management and inspections on Public Works Engineering projects since the original design PCS Contract was executed. Previous construction oversight and inspection projects HDR Engineering has performed for Douglas County have been successful.

Douglas County Engineering Staff also believes utilizing HDR Engineering to perform the construction management services for the private utility relocations will be most efficient since they are also the designer of the project and have been performing extensive coordination with the utility companies that are relocating in preparation for the Hilltop Road reconstruction project. The scope of work includes design and utility coordination services during construction, allowing members of the final design team to work closely with their construction counterparts and County Staff on addressing design and construction-related issues that may occur during utility relocation operations performed by private utility companies.

The proposed Public Contract for Services with HDR is for an amount not to exceed \$265,000.00 using funds set aside in Fund 230, Business Unit 800156.

**RECOMMENDED ACTION:**

Approval of a Public Contract for Services (PCS) with HDR Engineering, Inc. (HDR) for Utility Relocation Construction Management Services on the Hilltop Road Improvement Project, in the amount of \$265,000.00, Douglas County Project Number CI 2020-029.

**REVIEW:**

Jeanie Parks	Approve	8/29/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024

**ATTACHMENTS:**

PCS-Hilltop-Utility-CM-(HDR)-BOCC-Agenda-Packet-September-10-2024



**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **HDR ENGINEERING, INC.**, a Nebraska corporation authorized to do business in Colorado (the “Consultant”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities related to the **Hilltop Road Improvement Project, Douglas County Project Number CI 2020-029**; and

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

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

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

**1. LINE OF AUTHORITY: Ben Pierce, P.E., Project Manager**, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

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

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **Two Hundred and Sixty-Five Thousand Dollars and No Cents (\$265,000.00)** for fiscal year **2024**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **September 11, 2024**, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification

is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

**8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

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

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

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

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

**16. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Ben Pierce, P.E., Capital Improvement Projects Supervisor  
Douglas County Department of Public Works  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
Phone: (303) 660-7490  
E-mail: [bpierce@douglas.co.us](mailto:bpierce@douglas.co.us)

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

and by the County to: Philip Hull  
Area Construction Services Director of Operations  
HDR Engineering, Inc.  
1670 Broadway, Suite 3400  
Denver, CO 80202  
Phone: (720) 775-8648  
E-mail: [Philip.Hull@hdrinc.com](mailto:Philip.Hull@hdrinc.com)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable).

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**26. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**28. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

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



HDR ENGINEERING, INC.

BY: R. Bradley Martin

Printed Name R. Bradley Martin

Title: Senior Vice President

DATE: 2024-08-26

ATTEST: (if a corporation)

Elizabeth C. Bnell

Title: Elizabeth C. Bnell, Assistant Secretary

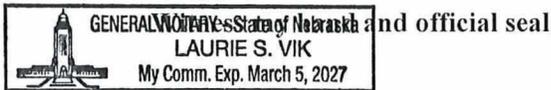
Signature of Notary Public Required:

STATE OF Nebraska )

COUNTY OF Douglas )

ss.

The foregoing instrument was acknowledged before me this 28 day of August, 2024, by Elizabeth C. Bnell.



Laurie S. Vik  
Notary Public

My commission expires: 3-5-2027

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

\_\_\_\_\_, CHAIR Date

DOUGLAS J. DEBORD Date  
COUNTY MANAGER

ATTEST

\_\_\_\_\_  
Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

\_\_\_\_\_  
JANET HERMAN, P. E. Date  
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
ANDREW COPLAND Date  
Director of Finance

\_\_\_\_\_  
Chris Pratt Date  
Senior Assistant County Attorney



## EXHIBIT A

### SCOPE OF SERVICES – Construction Inspection and Design Support Services during construction

#### Project: Hilltop Utilities Relocation Project

The Douglas County Contract Administrator, and the Douglas County Project Manager for this Task Order will be:

Ben Pierce, P.E., Capital Improvements Project Manager  
Douglas County Dept. of Public Works Engineering  
Office: (303) 660-7490  
Mobile (720) 672-6245  
Email: bpierce@douglas.co.us

The Consultant’s Project Manager for this Task Order will be:

Philip Hull, Project Manager  
HDR Engineering Inc.  
Mobile: (720) 775-8648  
Email: Philip.Hull@hdrinc.com

#### **ACTIVITY CM-01: CONSTRUCTION INSPECTION.**

- APPROACH
- HDR proposes to utilize Mr. Bob Eklund as the Construction Inspector (CI-II) for this project. He has over 25 years of experience and is available for use for the proposed project duration. HDR would also like to propose Mr. Philip Hull as the Project Manager and Ms. Kathryn Daley as the Project Accountant to track progress on this delivery order.
- The scope of work for this project specifically references the following itemized plan list and is limited in scope to this plan set.

#### **WORK DURATION**

- The time period for the work described in this scope is as follows:
- Start date: Anticipated site work between September 15, 2024 thru March 30, 2025.
- We will assume 20 hour work weeks for the requested part time project site documentation. Utility crews will be performing their own QA/QC and Materials testing. This inspection position is intended to document work of various utility entities in the proposed corridor. As Mr. Eklund is a local resident and lives within commuting distance of the work being performed, we will not request per diem for this delivery order.



The Consultant will coordinate with the County to see to it that utility submittals are reviewed by competent entities for compliance with Douglas County plans and specifications specific to this project. The inspector will report utility work crew progress, and document observed uncorrected deficiencies to the Douglas County Project Manager/Project Engineer in a timely manner.

**Pre-Construction:**

- Attending the pre-construction conference;
- Coordinating with utility companies for utility clearances;
- Arrange for Survey Subcontractor to stake ROW and running lines for Utilities.

**Construction:**

- Monitoring utility's performance for compliance with applicable codes/standards, specifications and contract drawings;
- Monitoring construction schedules throughout the course of construction;
- General Documentation including;
  - Maintaining an Inspector Daily Report (IDR) system that records the hours worked. The narrative portion of the report shall include a description of the utilities' operation and location of work and other pertinent information;
- Maintaining photographic/video records;
- Verify the utility has a project specific safety plan for the safety of the workers;
- Collaborate with Douglas County PM regarding resolution of change orders and field orders and obtaining required County approval;
- Review utilities' Request for Information (RFI) upon receipt. Verify clarity and either return to utility for clarification, or collaborate with Douglas County and/or the design professional as appropriate in developing a response;
- Review and recommend approval of MHT's with County's input;
- Provide Subcontractor Survey on call services for critical points. Called out by County Inspection personnel w 48 hours notice.
- Reviewing utilities detours, or lane closures;
- Develop the punch list, working in conjunction with Douglas County and the utilities, including resolution verification and date, and provide to the utilities.
- Track punch list items from final inspection and recommend approval once completed;
- Completing project documentation including, but not limited to, final detail and alignment.
- Review utility as-built plans. Once acceptable, provide the utility created as-built plans to Douglas County

**Key Understandings:**

- Consultant's inspection, observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not



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control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The County agrees to contractually require its construction contractor(s) to include Consultant as an additional insured on the construction contractor(s') general liability insurance in the same way as the County is required to be listed as an additional insured.



**ACTIVITY ENG-01: DESIGN SUPPORT DURING CONSTRUCTION**

**APPROACH**

Jamey Smith, the design Project Manager for the project, will be the primary point of contact for design support during construction. He will engage with Douglas County and HDR's CI-II and/or Project Manager. He will not formally communicate directly with the contractor. HDR's CI-II will report to Philip Hull, the Project Manager for Field Services.

The scope of work is for Construction Design Support for the design support staff from HDR to review utility submittals, respond/forward requests for information (RFI's) during construction, and provide minor plan revisions. This scope assumes 5 RFI's per discipline (utilities, traffic).

Plan revisions include minor changes to plans due to unknown or changed conditions, but do not include revisions required for major changes of design concepts.

Support for the design services during construction will be provided remotely via email or virtual correspondence with 6 site visits for 2 HDR design staff over the duration of the project, one of which will include the punch list inspection, as coordinated through HDR's CI-II.

This scope also includes 6 site visits for the design Project Manager.

The Construction Design Support Team understands that the Contractor is responsible for jobsite safety, construction means, methods, sequencing, and techniques for performing, coordination and supervising the work.

**Utility Coordination:**

This scope of work includes 1 HDR personnel on site for field coordination meetings between Douglas County, Meridian Metro District, HDR, and the local utilities.

This Scope includes the attendance of the weekly utility coordination meetings held during construction. It is assumed that 1 HDR personnel would attend these meetings virtually. The Douglas County Project Manager will communicate with the HDR Project Manager one week prior to the meeting that the HDR utility personnel is requested to attend. This scope does not include HDR personnel attendance at all weekly utility coordination meetings during construction.

**Definitions:**

**Douglas County Project Manager** – The Douglas County PM responsible for the administration of the work activities included in this task order who also authorizes interim and final payments and all changes to contracts for Consultants and Contractors.

**Consultant** – HDR Engineering Inc.



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**Consultant Project Manager** – The individual at the consulting firm responsible for managing compliance with the terms and conditions of this task order. This individual is also responsible for the preparation, review, and submittal of invoices, and managing overall consultant task costs.

**Authorization to Proceed**

Work shall not commence until written Notice to Proceed is received from Douglas County by the Consultant

**Routine Billing & Reporting**

The Consultant shall provide the following on a regular basis:

- 1.) Monthly billing formats, suitable to the Douglas County PM, for contract activities performed by the Consultant.
- 2.) Monthly billings should include the Contract status.
- 3.) Periodic reports and billings required by Douglas County
- 4.) Supporting documentation for direct costs.

**Status of Contract**

The Consultant shall monitor the fiscal status of the Contract and advise the Douglas County PM of potential for supplementing their Contract or negotiating an additional task order.

**Work Description**

Project Management – Through the Douglas County Project Manager and the CI-II, the Consultant will coordinate work, help identify issues and concerns associated with the project, and assist with management of the project activities on an “as-needed” basis.

Design Support Services - Provide design support on an “as-needed” basis to Douglas County for proper administration of project Contract.

- a. Review Utility submittals:
  - Review Utility(s) submittals, design drawings, shop drawings, materials and test procedures for compliance with conformed bid documents (design drawings and specifications) as required.
- b. Design assistance for project field personnel:
  - Provide responses to Requests for Information (RFI’s) and field clarifications submitted by Contractor.
  - Provide new or revised design drawings or specifications as necessary and assist Douglas Co in preparation of documentation for contract amendments.
  - Provide cost estimates for proposed changes as requested.
- c. Site Visits:



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- It is anticipated six total site visits will be required during the duration of the project with two HDR staff. This assumes two visits during the project and one visit to perform the final punch list inspection.
- This also includes 20 as-needed site visits for the design Project Manager/Project Engineer at 1 site visit per week.

Deliverables - Deliverables generated during the project will include the following and will be submitted throughout the duration of the project.

- a. Project correspondence generated and received during the project.
- b. Design plans and cost estimates for changes, if required.

Quality Assurance/Quality Control Checks – HDR will provide QA and QC checks on revised design drawings generated during the duration of this Task Order. HDR will provide additional checks or reviews on work performed by others as requested by Douglas County.

**Initial Project Meeting**

The Consultant Design Project Manager, Construction Project Manager, CI-II, and Douglas County Project Manager, shall meet to coordinate and schedule the required work. A telephone conference call is an acceptable meeting.

**Documentation**

The Consultant shall provide correspondence and applicable forms to the CI-II for his/her authorized representative for review.

Key Understandings:

- Consultant's inspection, observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The County agrees to contractually require its construction contractor(s) to include Consultant as an additional insured on the construction contractor(s)' general liability insurance in the same way as the County is required to be listed as an additional insured.



## EXHIBIT B

### Estimate of Cost

Consultant Services to Assist Douglas County with part time Hilltop Utility Relocation Project

### Notes

Douglas County/ Hilltop Utility Relocation Inspection							Fee Estimate		
FEE ESTIMATE									
HDR Labor									
Project Role	Sr. Project Manager I	Construction Inspector I	Project Manager I	Project Manager I	Project Controller II	Administrative I	Subtotal Hours by Task	Subtotal Fee by Task	
Staff Name	Hull	Eklund	Grant	Smith	Daley	Porrie			
Billing Category	Sr. Project Manager I	Construction Inspector I	Project Manager I	Project Manager I	Project Controller II	Administrative I			
Billing Rate	\$250.00	\$120.00	\$224.00	\$224.00	\$125.00	\$60.00			
<b>1 Pre Construction</b>	<b>10</b>	<b>40</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>5</b>	<b>115.00</b>	<b>\$19,320.00</b>	
1.1	10	40	20	20	20	5	115.00	\$19,320.00	
1.2							0.00	\$0.00	
<b>2 Construction</b>	<b>40</b>	<b>720</b>	<b>120</b>	<b>40</b>	<b>35</b>	<b>40</b>	<b>995.00</b>	<b>\$140,455.00</b>	
2.1	40	720	120	40	35	40	995.00	\$140,455.00	
2.2							0.00	\$0.00	
<b>3 Post Construction</b>	<b>10</b>	<b>40</b>	<b>20</b>	<b>20</b>	<b>15</b>	<b>5</b>	<b>110.00</b>	<b>\$18,695.00</b>	
3.1	10	40	20	20	15	5	110.00	\$18,695.00	
<b>Total HDR Labor Hours</b>	<b>60.00</b>	<b>800.00</b>	<b>160.00</b>	<b>80.00</b>	<b>70.00</b>	<b>50.00</b>	<b>1220.00</b>		
<b>Total HDR Labor Fee</b>	<b>\$15,480.00</b>	<b>\$36,000.00</b>	<b>\$36,160.00</b>	<b>\$18,080.00</b>	<b>\$8,750.00</b>	<b>\$4,000.00</b>		<b>\$178,470.00</b>	
<b>Direct Expenses</b>								<b>\$21,630.00</b>	
Mileage								\$13,400.00	
Travel								\$0.00	
Printing/Reproduction/Misc								\$8,230.00	
Other								\$0.00	
Other								\$0.00	
Other								\$0.00	
Other								\$0.00	
<b>Subconsultants</b>								<b>\$64,900.00</b>	
Manhard Consulting	Survey							\$64,900.00	
<b>TOTAL PROJECT FEE</b>								<b>\$265,000.00</b>	

- Unit rates were prepared using HDR's Standard Rate of Pay format.
- Estimated costs are based upon a scheduled construction start September 15, 2024 duration into March of 2025 for conclusion of construction.
- The contractor schedule assumes M-F typical daytime working hours.
- Requested hours show a ½ time or 20 hour per week level of inspection representation.
- No testing hours are included
- Survey Hours include staking ROW and Running Lines for Utilities, and on call select critical point locations called for by Douglas County inspection personnel.

**Exhibit C**  
**INSURANCE REQUIREMENTS**

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

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

**Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Megan Datwyler, Risk Manager

Date

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Steven Dodrill, Community Programs Coordinator

**DESCRIPTION:** 2024 Homelessness Resolution Program Grant Application in the Amount of \$50,000.00, Including a Match of \$25,000.00 for a Project Total of \$75,000.00.

**SUMMARY:** The request is for authorization from the Board of County Commissioners to apply to the Division of Housing (DOH) for the 2024 Homelessness Resolution Program (HRP) Notice of Funding Application (NOFA) in the amount of \$50,000 including a \$25,000 match for a project total of \$75,000 to provide homeless prevention services.

**STAFF ASSESSMENT:** Staff recommends that the Board of County Commissioners authorize the application to the DOH for the HRP in the amount of \$50,000, including a \$25,000 match for a project total of \$75,000.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Jennifer Eby	Approve	8/29/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

Staff Report HRP 2024 NOFA Combined9.6.24

## Grant Agreement 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 **CC:** STEVEN DODRILL, COMMUNITY PROGRAMS ADMINISTRATOR  
RAND M. CLARK, CCAP, NCRT, COMMUNITY SERVICES MANAGER  
JENNIFER L. EBY, AICP, ASSISTANT DIRECTOR OF COMMUNITY SERVICES**SUBJECT:** **2024 HOMELESSNESS RESOLUTION PROGRAM GRANT APPLICATION IN THE AMOUNT OF \$50,000 INCLUDING A MATCH OF \$25,000 FOR A PROJECT TOTAL OF \$75,000**

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**BOARD OF COUNTY COMMISSIONERS MEETING:****SEPTEMBER 10 @ 1:30 PM**

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**I. EXECUTIVE SUMMARY**

On August 12, 2024, The Colorado Department of Local Affairs (DOLA) through its Division of Housing (DOH) and Office of Homeless Initiatives (OHI) released the Notice of Funding Application (NOFA) for the 2024 Homelessness Resolution Program (HRP), formally known as the Emergency Solutions Grant (ESG). The County received \$50,000 in 2023 ESG for homeless prevention services. This grant includes a \$25,000 match for a project total of \$75,000.

**II. REQUEST**

Staff requests authorization from the Board of County Commissioners (BCC) to apply to DOH for the 2024 HRP NOFA in the amount of \$50,000 including a \$25,000 match for a project total of \$75,000 to provide homeless prevention services.

**III. BACKGROUND**

The Douglas County Homeless Initiative (DCHI) was created in 2021 to ensure that homelessness becomes infrequent, brief, and rare. The DCHI's Housing Plus Blueprint (Blueprint) establishes a continuum of housing support while ensuring that accountability, personal development, and wellbeing are addressed in every situation.

The DCHI recognizes homelessness prevention as a key strategy to reduce the inflow of newly homeless households. Securing funding to support homeless prevention fills a gap

identified in the Blueprint. Homeless prevention activities avoid the need for emergency shelter for those who are at imminent risk of becoming homeless.

The BCC authorized an application for ESG 2023 funds during a work session in October 2023 to support homeless prevention activities. Upon receiving the 2023 ESG award, the DCHI established a work group to provide input on the implementation of a homeless prevention pilot program. The Housing Stability Program (HSP) launched in August 2024.

**IV. DISCUSSION**

The HRP is an annual program administered by OHI. The aim is to enhance the continuum of comprehensive, housing-focused solutions throughout the State to end housing instability. HRP awards are funded through multiple fund sources including Federal ESG and State Proposition 123 funds. Securing funding for the HSP program will ensure continued service in 2025 for residents enrolled in the program and provide the opportunity for increased program capacity.

The HSP program provides limited rent assistance to help up to ten households prevent homelessness while engaging in case management and other supportive services through local non-profits partners.

Staff recommends that matching fund be included in the application to improve competitiveness. This match will include \$21,250 from Community Services Block Grant (CSBG) funds and \$3,750 County in-kind from staff salary for the Community Programs Administrator overseeing this project. The budget for the project will be as follows:

**Project Budget**

HRP Grant	\$50,000
CSBG Match	\$21,250
County In-Kind Staff Match	\$ 3,750
<b>Total</b>	<b>\$75,000</b>

**V. RECOMMENDED ACTION**

Staff recommend that the BCC authorize application to the Department of Housing for the Homelessness Resolution Program in the amount of \$50,000 including a \$25,000 match for a project total of \$75,000.

**ATTACHMENTS**

**PAGE**

2024 HRP Application ..... 3

# Program Overview

No data saved

**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

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## Program Overview

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Please provide the following information.



**Colorado Department of Local Affairs**

Division of Housing

1313 Sherman Street

Room 320

Denver, CO 80203

### Division of Housing's Homelessness Resolution Mission

The Division of Housing allocates Homelessness Resolution funding annually through a competitive application process. Homelessness Resolutions is the first step in a continuum of assistance to prevent homelessness and enable individuals and families experiencing or at risk of homelessness to move toward permanent housing.

### **Homelessness Resolutions Program Objectives**

- Division of Housing’s Homelessness Resolution program aims to End homelessness by connecting those experiencing or at risk of homelessness to the appropriate resources as quickly as possible with few, if any, barriers;
- Increase the number and quality of housing resources for individuals and families experiencing homelessness.
- Operate emergency shelter facilities, prioritizing shelters that are low-barrier and housing-focused
- Provide essential social services for those living outdoors, in emergency shelters, at risk of homelessness, or in rental assistance programs.

### **Eligible Homelessness Resolution Subrecipients**

The Division of Housing enters into grant agreements with Subrecipients to accomplish the Homelessness Resolutions program objectives. Subrecipients who are eligible to apply for Homelessness Resolution grant agreements include

- Local governments,
- Continuum of Care (CoC),
- Homeless service providers,
- Non-profit organizations

### **Eligible for Homelessness Resolution Components**

Homelessness Resolution Subrecipients can apply for funding to provide the following components

- Emergency Shelter
- Street Outreach,
- Homelessness Prevention,
- Rapid Re-Housing,
- Homeless Management Information Systems (HMIS) or Comparable Database for Victim Service Providers (VSP)
- Administration

### **Eligible Grantees**

- Local Governments
- Continuum of Care groups (CoC)
- Homeless service providers
- Other non-profit providers

### **Eligible Activities**

- Homeless Assistance including shelter, essential social services, and operating costs of shelters such as maintenance, insurance, and rent
- Rapid rehousing and Homelessness Prevention, including financial assistance for rent or utilities, in partnership with Continuum of Care groups

Please refer to CFR 24 (LINK) for annual ESG funding [CFR 24 CFR 576.100 \(opens in new window\)](#)  
[Division of Housing's Homelessness Resolution Policies and Procedures](#)

## Entity Information

*No data saved*

**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

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## Entity Information

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Please provide the following information.

**\* Entity Name (Must Match Organization Name on W9)**

Douglas County, CO

**\* Entity Address (Must Match Address on W9)**

100 Third Street, Castle Rock, CO 80104

**\* Type of applicant**

Local Government

**\* Signatory Authority First Name**

Doug

**\* Signatory Authority Last Name**

DeBord

**\* Signatory Authority Address**

100 Third Street, Castle Rock, CO 80104

**\* Signatory Authority Title**

County Manager

**\* Signatory Authority Phone Number**

303-660-7391

**\* Signatory Authority Email**

ddebord@douglas.co.us

**\* I certify that this person has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the applicant.**

**\* Type of back up documentation provided for signatory authority.**

Authorized signature backup documentation.

**Signatory and Back up Documentation for Signatory forms**

**Backup documentation for signatory authority \*Required**

*\*\*No files uploaded*

**Download: [Signature Authority Form](#) \*Required**

*\*\*No files uploaded*

**\* Responsible Administrator First Name**

Steven

**\* Responsible Administrator Last Name**

Dodrill

**\* Responsible Administrator Title**

County Programs Administrator

**\* Responsible Administrator Address**

100 Third Street, Castle Rock, CO 80104

**\* Responsible Administrator Email**

sdodrill@douglas.co.us

**\* Responsible Administrator Phone Number**

303-814-4317

**Other Key Staff First Name**

Melody

**Other Key Staff Last Name**

D'Haillecourt

**Other Key Staff Title**

Community Programs Coordinator

**Other Key Staff Address**

100 Third Street, Castle Rock, CO 80104

**Other Key Staff Email**

mdhaillecourt@douglas.co.us

**Other Key Staff Phone Number**

303-814-4380

**Applicant unique entity identifier (UEI) Number (How to get a [UEI](#) Number)**

LXESXEA44AH6

**Date Current Unique Entity Identifier (UEI) Expires?**

Document Upload: Proof of Applicant Unique Entity Identifier (UEI)

Download: [Verification of Registration on Sam.Gov](#)

*\*\*No files uploaded*

Document upload: Secretary of State Certificate of Good Standing

Secretary of State Certificate of Good Standing **\*Required**

*\*\*No files uploaded*

**\* Date Current Secretary of State Certification of Good Standing Expires**

Document upload: Applicant W-9 (Must match the legal name)

Agency W-9 signed within the last six (6) months Download IRS Form: [W-9](#) **\*Required**

*\*\*No files uploaded*

**\* Date W-9 signed**

**\* Does the applicant have the ability to comply with the State's Insurance Requirements, if awarded funds?**

Yes

Are you requesting an insurance waiver based on DOH requirements? Please review the COI requirements found [here](#)

.

Document upload: Most Recent Financial Audit

Most Recent Financial Audit **\*Required**

*\*\*No files uploaded*

**\* Are there findings in the Applicant's most recent financial audit?**

Yes

**\* Does the applicant have a current Negotiated Indirect Costs Rate Agreement (NICRA)?**

No

**\* Has the applicant elected to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance on any grants the applicant has?**

No

## Available Activity Types

No data saved

Case Id: 34209

Name: Douglas County, CO / Housing Stabilization

Address: \*No Address Assigned

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### Available Activity Types

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Please provide the following information.

**\* Please select one or more of the following Activity Types.**

- Street Outreach
- Emergency Shelter
- X - Homelessness Prevention
- Rapid-Rehousing
- Homeless Management Information System
- Administration

## Project Information

No data saved

Case Id: 34209

Name: Douglas County, CO / Housing Stabilization

Address: \*No Address Assigned

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### Project Information

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Please provide the following information.

**\* Project Name**

Housing Stability Program

**\* Project Location**

Douglas County



If there multi-address, list additional addresses

**\* Project County**

Douglas County

**Project Service Area, if not represented in Project County list**

**\* Project Colorado State [House District](#) Number**

27

**\* Project Colorado State [Senate District](#) Number**

22

**\* Project Primary Contact First Name**

Steven

**\* Project Primary Contact Last Name**

Dodrill

**\* Project Primary Contact Title**

Community Program Administrator

**\* Project Primary Contact Information (email)**

sdodrill@douglas.co.us

**\* Project Primary Contact Information (phone number)**

303-814-4317

## Project Overview

*No data saved*

**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

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## Project Overview

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Please provide the following information.

**\* Provide a brief narrative of the proposed project concept, including what the proposed project hopes to achieve through this request for funding.**

The objective of the Douglas County Housing Stability Program (HSP) is to support people on the verge of losing their housing and prevent homelessness. Program participants will have the opportunity to receive a variety of supportive services focused on helping clients maintain stable housing. These services will include housing assistance, housing navigation, career advancement, financial coaching, case management, domestic violence services, mental health support, and benefit navigation. The HSP anticipates 7-10 households will maintain their current housing for at least 90 days while partners provide additional resources necessary to ensure long-term stability.

**\* Did the proposed project include individuals with lived experiences of homelessness and/or behavioral health systems in decision-making and program development?**

Douglas County receives feedback from many sources to inform the development of programs related to homelessness and poverty.

In 2023, the County conducted a Community Needs Assessment which identified housing solutions as the greatest need for vulnerable residents in the community. The assessment included a survey with 136 responses from low-income and vulnerable individuals. A resident forum was hosted by a community-based partner where 30 residents with lived experience provided feedback and suggested solutions. The results of the assessment were used to develop the Community Action Plan, which was approved by the Douglas County Tripartite Advisory Board. This board, with one-third of its members being residents with lived experience, also conducts an annual survey to gather feedback from those served by Community Service Block Grant (CSBG) funds. The feedback from this survey is used to inform and implement necessary programmatic changes.

Additionally, Douglas County recently completed an assessment to understand the needs of individuals and families experiencing domestic violence. Of the 241 residents who completed the survey, 31% identified as person with lived DV experience. Supportive housing is a top unmet need for services (among both housing and non-housing services). Specifically, 59% of all survey respondents indicated that “rent or mortgage assistance so survivors may stay in their homes if safe” was the top housing need sought for DV survivors living in Douglas County. Survey respondents with lived DV experience were significantly more likely to rank rent or mortgage assistance as their number one housing need along with lower private market rent.

**Explain (i) how the proposed project has already included individuals with lived experience in the proposed services and project design, and (ii) how participants will continue to be able to provide input regularly to the project and services once in operation.**

The County has heard from 136 vulnerable residents through the Community Needs Assessment and 241 residents through completed surveys for the DV assessment. Rental assistance consistently ranked as the highest area of need identified by vulnerable individuals in Douglas County. Additionally, the County will continue to respond to input provided by our CSBG Tripartite Advisory Board and program participants.

**Describe how the project will advance Inclusivity, Diversity, Equity, and Accessibility (IDEA). Include (i) your**

**understanding of specific groups of persons within the priority population(s) who are disproportionately impacted (e.g., related to race, ethnicity, gender, age, sexual orientation, national origin, language, ability), and (ii) describe how your project plans to address those disparities in your program design, including policies and procedures, participant selection, services provision, staff trainings and experiences, and decision-making. Be specific and include examples.**

According to the results of the Douglas County 2023 Community Needs Assessment, locally, Black or African Americans and Native Americans or Alaska Natives have a higher percent of population experiencing poverty compared to the percent of population represented in the County. For example, while Black or African American individuals only make up 1.51% of the County's population, 5.7% of the population in poverty are Black or African American. Similarly, Native American or Alaska Natives make up 0.39% of the population but represent 1.2% of the population in poverty in Douglas County.

The HSP does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, ethnicity, color, national origin, disability, gender, veteran status, political beliefs, religion, sexual orientation or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Douglas County directly or through a partner organization with which it arranges to carry out its programs and activities.

**Describe how the project concept(s) are based upon evidence of proven effectiveness. Include examples of this evidence, such as research, evaluations, existing program examples with successful outcomes, etc.**

Homeless prevention services are designed as time-limited interventions targeting residents with lower barriers to housing. Aligned with the County's Housing Plus Blueprint, these services offer both housing and the necessary supportive resources to ensure sustained success. Program participants are expected to engage in case management and workforce activities as part of their commitment, which helps maintain housing stability even after program completion.

Case management services will utilize evidence-based approaches including trauma-informed care, motivational interviewing, and Integral Care. The Integral Care model, successfully implemented in local transitional housing projects since 2016, has achieved a success rate exceeding 60%. This model prioritizes meeting basic needs while collaborating with clients to set goals, identify barriers, and develop a plan that fosters positive change and successful outcomes. Additionally, the evidence-based Colorado Family Support Assessment 2.0 will be employed to identify further areas for growth and to monitor progress toward goals over time.

**\* Describe how inclusion, diversity, equity, and accessibility are connected to the organization's mission, vision, and values.**

Douglas County does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, ethnicity, color, national origin, disability, gender, veteran status, political beliefs, religion, sexual orientation or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by the County directly or through a partner organization with which it arranges to carry out its programs and activities.

Douglas County is dedicated to the principles of Equal Employment Opportunity in any term, condition, or privilege of employment. The County does not discriminate against applicants or employees on the basis of age, race, sex, color, religion, national origin, disability, veteran status or any other status protected by federal, state or local law. Staff assigned to work on homeless programs include a variety of individuals from all different backgrounds, genders, races, and ethnicities. The County requires all staff to complete ethics and harassment training annually. Additionally, all project navigators and program staff complete Diversity, Equity, and Inclusion training.

**\* Elaborate on the project's intended goals, outcomes, and relationship to the homelessness response continuum. Describe how the project aligns with community goals, meets a need, fills a gap, or provides system improvement in**

**the community. Provide local data**

The DCHI takes a collaborative, community-based approach to make an individual’s experience with homelessness infrequent, rare, and brief. In 2022, the DCHI started the Homeless Engagement Assistance and Resource Team (HEART) to provide street outreach to those who are unsheltered in Douglas County. In 2023, the Douglas County Board of County Commissioners authorized \$1,125,000 in support of the development of a regional navigation campus, including emergency shelter beds, in partnership with the City of Aurora. The objectives of this program are to stabilize housing for those experiencing homelessness or who are at imminent risk of becoming homeless.

The need for funding for homeless prevention services is strongly supported by the findings of the 2023 Community Needs Assessment. Among the 136 survey responses, housing assistance was identified as the most critical factor in achieving and maintaining self-sufficiency. Additionally, when respondents were asked, 'In the last year, what have you had trouble paying for?' housing emerged as the top concern. Furthermore, when asked to rank the importance of various factors in providing safe and secure housing for low- and moderate-income residents, affordable housing was ranked as the highest priority by all respondents, with rental assistance closely following.

The HSP will align with and build upon the Blueprint established in Douglas County by providing short to medium-term rental support, case management, connection to community resources, and housing stability services. These services are guided by the Blueprint which identifies the need to support housing goals with accountability through case management, personal growth to address the unique needs of each person served, and wellbeing to support the behavioral, mental, physical, and social wellbeing of all. The goals of the programs will be to reduce the inflow of people going into shelters by preventing homelessness when possible. These outcomes will reduce the inflow of people becoming homeless within the County and address gaps in the coordinated system of care. The program intends to help 7-10 families prevent homelessness and improve their ability to be self-reliant.

**Describe efforts the applicant has undertaken to engage neighborhood groups, community groups, and other external entities (e.g., local hospitals, law enforcement, local businesses) to ensure the project's long-term success in its proposed location and/or service area throughout development and operation. In your response, focus on strategic collaborations specific to the proposed project. To receive additional scoring, attach related Letters of Support.**

Douglas County has established a MOU with local partners committed to providing services and collaborating on the development and implementation of the HSP. The MOU describes the nature of the collaboration and services offered by partners. Partners include local non-profits, the local workforce center and housing partnership, and a local DV services provider.

**\* Will any of the projects being described in this application also be applying for development, construction, or renovation funds from the Division of Housing's Office of Housing Finance and Stability (OHFS)?**

NO

**Housing Development & Preservation application Case Number, if applicable**

**Does the applicant intend on serving as a pass through entity, passing grant funds along to other entities?**

No. However, the County has executed an MOU with the Manna Resource Center, The Crisis Center, Douglas County Housing Partnership, Arapahoe/Douglas Works!, and Advocates for Children CASA, collectively known as the HSP Partners. HSP Partners will work collaboratively by engaging in regular case conferencing and by designating at least one representative to participate in HSP Partners meeting. The HSP Partners collaborate to approve program extensions, evaluate appeals, and offer insight on program effectiveness. The County will provide payment for the provision of case management services provided by HSP Partners at a defined billable rate. Eligible case management activities must be

focused on preventing homelessness and may include assessments, goal setting, participant meetings, and housing and resources navigation. HSP Partners are encouraged provide additional services to program participants on an in-kind basis.

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## **Applicant Capacity**

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**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

Please provide the following information.

**\* Describe the organization’s experience, including (i) the organization’s experience receiving and managing federal, state, or other grant funds, (ii) the project’s oversight and internal controls, such as policies, practices, and procedures to prevent waste, fraud, or abuse of funds, as well as how the organization self-monitors for compliance (e.g., how the organization avoids prohibited or unallowable activities); and (iii) how the organization holds itself accountable when non-compliance or ineffectiveness are identified or when complaints are brought forth (by participants, staff, or others).**

Douglas County has an established history of managing a variety of Federal, State, and local grants. The Community Services Team includes 8 staff who administered grants in 2024. These programs include rental assistance, a 7-unit supportive housing program, hotel vouchers, transportation programs and in-home services for older residents. The County has multiple levels of control to review program eligibility of recipient and eligibility of expense prior to authorizing payment for service including designation of spending authority based on role and division of responsibility to ensure against misuse of funds. The County utilizes JD Edwards financial software to ensure fiscal responsibility. The County conducts an annual Single Audit and all programs have been monitored by various State and Federal agencies with no findings. The County has a Title VI administrator who can respond to any complaints that are made regarding civil rights concerns.

**How many people can your site or program serve simultaneously or within a day?**

**How many people do you plan to serve this year?**

7-10 households

**\* Is the applicant using Homeless Management Information System (HMIS) or HMIS Comparable Database for all programs?**

Yes, Douglas County intends to utilize HMIS to meet the data tracking and reporting requirements for all programs.

**If using an Homeless Management Information System (HMIS) Comparable Database, which one?**

**What other Division of Housing (DOH) or State funding does your agency currently utilize to address homelessness?**

Community Services Block Grant, Transformational Homeless Response, Department of Justice, Bryne Discretionary Grant, American Recovery Plan Act, and State and Local Fiscal Recovery Funds.

**What additional support (new user licenses, technical assistance, etc.) will the applicant need if awarded funds?**

## Reflection on Past Performance

No data saved

Case Id: 34209

Name: Douglas County, CO / Housing Stabilization

Address: \*No Address Assigned

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### Reflection on Past Performance

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Please provide the following information.

**THIS SECTION IS ONLY FOR APPLICANTS THAT CURRENTLY HAVE AN EMERGENCY SOLUTION GRANT (ESG)/HOMELESSNESS RESOLUTION HR AWARD. NEW APPLICANTS PLEASE SKIP THIS SECTION.**

**\* Are you a new Homelessness Resolution Program (HRP)/Emergency Solution (ESG) recipient?**

No

**Measure: % of households stably housed 6-months post-exit? ( If you are a new Emergency Solution (ESG) recipient, please skip this question)**

The HSP program was launched in August and has helped one household prevent homelessness to date.

## Expected outcomes

No data saved

**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

---

Please provide the following information.

**ALL REQUIRED FIELDS/ROWS HAVE AN ASTERISK \* AT THE BEGINNING OF THE ROW.**

### Expected outcomes (All Activities).

Please provide the projected numbers served and outcomes of this proposed project for your most recent Emergency Solutions Grant/Homelessness Resolution Program (ESG/HRP) agreement.

<b>Measure:</b> Households who maintain housing for at least 90 days and avoid homelessness	<b>Projected Target:</b> 8 out of 10 households
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## Budget

No data saved

Case Id: 34209

Name: Douglas County, CO / Housing Stabilization

Address: \*No Address Assigned

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## Budget

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Please provide the following information.

### Match Funding

**\* Describe any sources and amounts of local match being committed to the project. Match may include monetary (governmental, private, and philanthropic) as well as non-monetary (fee waivers, staff resources, etc.).**

Douglas County intends to provide a 50% match to this project. To meet this match, the Community Services Block Grant funds would be used to provide a \$21,250 match and \$3,750 be provided in-kind through budgeted staff salary for the Community Programs Administrator overseeing this project.

**Are any projects described in this project currently receiving federal funds or planning to apply for federal funds?**

Yes, CSBG funds will be used to provide the match for the grant. While CSBG funds are Federal funds, they have been deemed eligible to use as a match for ESG programs. Per CSBG IM #135 titled "Federal Matching Requirements HUD McKinney-Vento," states "In general, funds from one Federal program may not be used as matching funds for another Federal program, unless explicitly allowed by statute. Recent appropriations acts have included a provision authorizing grantees under HUD's McKinney-Vento Homeless Assistance Act programs to use other Federal funds as match unless prohibited by the statute of the other program. This authorization, which has been included in appropriations legislation every year since FY 2009, provides that grantees under the McKinney-Vento Homeless Assistance programs mentioned above "may use (or could have used) as a source of match funds other funds administered by the Secretary and other Federal agencies unless there is (or was) a specific statutory prohibition on any such use of any such funds" (see, e.g. Consolidated and Further Continuing Appropriations Act, 2012)."

**In addition to Match, what other partners are funding the activities, and for what specific purposes?**

### File uploads

**Organization's operating budget for the current fiscal year. If available, also include the budget for the upcoming fiscal year.**

**Organization Operating Budget**

*\*\*No files uploaded*

**Project budget for the program period. If applying for multiple programs, please provide program budgets for all applicable programs.**

**Program or Project Budget**

*\*\*No files uploaded*

**Include a Statement of Financial Position (Balance Sheet) through the most recently completed operating month available (must be within the past three months). Statement of Activities (Income and Expense Statement) through the most recently completed operating month available (must be within the past three months). Provide the Statement of Activities in a budget-to-actual format if the organization uses that format.**

**Current (year-to-date) financial statements**

*\*\*No files uploaded*

Include a Statement of Financial Position (Balance Sheet) spanning the entirety of the organization's most recently closed fiscal year. Statement of Activities (Income and Expense Statement) spanning the entirety of the organization's most recently closed fiscal year. Provide the Statement of Activities in a budget-to-actual format if the organization uses that format.

Year-end financial statements

*\*\*No files uploaded*

Please include the organization's most recent audit. Verification of the audit on the Federal Audit Clearinghouse is required for entities that expend \$750,000 or more in federal award funds during their fiscal year

Audit

*\*\*No files uploaded*

Please add the budget for all the eligible activities you are requesting ( Please download the Division of Housing(DOH) Homelessness Resolution NOFA Project Budget). Fill it out and upload the document.

Download:[Divison of Housing Homelessness Response NOFA Project Budget](#)

*\*\*No files uploaded*

#### Most Recent Financial Audit

Most Recent Financial Audit

*\*\*No files uploaded*

\* Are there findings in the Applicant's most recent financial audit?

Verification of Audit on Federal Audit Clearinghouse – only applicable to a non-federal entity that expends \$750,000 or more in federal award funds during its fiscal year (No Appendix Form; Please Attach) See instructions here.

1. [Go to federal audit clearinghouse website](#)

2. Search for Organization applying

3. Use the print feature to download the Single Audit Summary Screen. The fiscal year searched should be the Organization's most recently closed year. Once downloaded, please upload the summary.

Verification of Audit on Federal Audit Clearinghouse.

*\*\*No files uploaded*

## Required Documents

No data saved

Case Id: 34209

Name: Douglas County, CO / Housing Stabilization

Address: \*No Address Assigned

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### Required Documents

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Please provide the following information.

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### All Applications

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Download: [Signature Authority Form](#) \*Required

\*\*No files uploaded

Backup documentation for signatory authority \*Required

\*\*No files uploaded

Agency W-9 signed within the last six (6) months Download IRS Form: [W-9](#) \*Required

\*\*No files uploaded

Certificate of Good Standing \*Required

\*\*No files uploaded

Download: [Verification of Registration on Sam.Gov](#) \*Required

\*\*No files uploaded

CAPER dated for the most recent year, April 1 to March 31. (Please Attach as a PDF) \*Required

\*\*No files uploaded

Download: [DOH ESG Performance Measurements and Outcomes](#) \*Required

\*\*No files uploaded

Download: [Federal Audit Overview Form](#)

\*\*No files uploaded

Verification of Audit on Federal Audit Clearinghouse.

\*\*No files uploaded

[Ability to Comply with Homeless Management Information System \(HMIS\) or the comparable](#) \*Required

\*\*No files uploaded

**Non-Profit Applicants Only:**[Certification of local government approval for non-profit organizations](#) (See appendix form)

\*\*No files uploaded

**Download:** [Homelessness Resolution Program Assurances and certifications](#) \*Required

\*\*No files uploaded

**Download:** [Signed Copy of Certification of Consistency with Consolidated Plan](#) \*Required

\*\*No files uploaded

**Download:**[Divison of Housing Homelessness Response NOFA Project Budget](#)

\*\*No files uploaded

**Program or Project Budget**

\*\*No files uploaded

**Organization Operating Budget**

\*\*No files uploaded

**Current (year-to-date) financial statements**

\*\*No files uploaded

**Year-end financial statements**

\*\*No files uploaded

**Most Recent Financial Audit**

\*\*No files uploaded

**Audit**

\*\*No files uploaded

**Environmental form IV-B**

\*\*No files uploaded

**Electronic Funds Transfer (EFT) bank letter or voided check**

*\*\*No files uploaded*

**Electronic Funds Transfer (EFT) form**

*\*\*No files uploaded*

## Submit

*No data saved*

**Case Id:** 34209

**Name:** Douglas County, CO / Housing Stabilization

**Address:** \*No Address Assigned

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### Submit the Application

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Once an application is submitted, it can only be "Re-opened" by an Administrator.

**\* I certify to the best of my knowledge and belief, that the statements and data in this application, including the required documents, are true and correct.**

**\* Signature of the Applicant**

*\*\*Not signed*

**\* Title**

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Brittany Cassell, Curator

**DESCRIPTION:** Construction Contract with Empire Carpentry in the Amount of \$162,284.00 with a County Contribution of \$46,033.00.

**SUMMARY:** The request is for approval of a public contract with Empire Carpentry for preservation work.

**STAFF ASSESSMENT:** Staff recommends approving the construction contract for services between Empire Carpentry and the Board for \$162,284 as it complies with all County approval standards and policies.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Kati Carter	Approve	8/30/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

Staff Report- Contract Empire Carpentry

## Construction Contract Staff Report

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** BRITTANY CASSELL, CURATOR  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** CONSTRUCTION CONTRACT WITH EMPIRE CARPENTRY IN THE AMOUNT OF \$162,284 WITH A COUNTY CONTRIBUTION OF \$46,033

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**BOARD OF COUNTY COMMISSIONER BUSINESS MEETING: SEPTEMBER 10, 2024 @ 1:30 PM**

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### **I. EXECUTIVE SUMMARY**

This is a request to execute a contract between the Board of County Commissioners (Board) and Empire Carpentry (Empire) for \$162,284. The contract is to continue preservation work on the exterior of the Miksch-Helmer Cabin. The project was awarded a State Historical Fund (SHF) grant in 2024. The County was awarded \$116,251 in SHF grant funds and will provide a \$46,033 cash match from the 2024 Parks, Trails, Historic Resources, and Open Space Sales Tax fund.

### **II. REQUEST**

Approval of a public contract with Empire for preservation work.

### **III. BACKGROUND**

In August 2018, Douglas County contracted with Empire to perform stabilization work on the Miksch-Helmer Cabin. In 2019, the County was awarded a State Historical Fund (SHF) grant to further restore and stabilize the cabin. Simultaneously with the grant work, the County self-funded creating a dry zone around the cabin and building a retaining wall.

On June 3, 2024, the SHF notified staff that the County was awarded a grant in the amount of \$116,251 to continue exterior restoration work on the Miksch-Helmer cabin. The County will provide a cash match of \$46,033.

This phase of work will continue exterior restoration including windows, doors, and reconstruction of the historic porch. Empire is familiar with the structure from previously completed project work and is uniquely qualified for the next phase of restoration work due to familiarity with the structure and property. Empire’s portion of the project will cost approximately \$138,898, with a contract not to exceed amount of \$162,284 due to additional contingency costs that may be required for this project.

**IV. RECOMMENDED ACTION**

Staff recommends approving the construction contract for services between Empire and the Board for \$162,284 as it complies with all County approval standards and policies.

**ATTACHMENTS**

Construction Contract..... 3-19

## CONSTRUCTION CONTRACT

### 2024 MIKSCH-HELMER CABIN EXTERIOR REHABILITATION PROJECT

**THIS CONTRACT** made and entered into this 14th day of **August 2024**, by and between the **Board of County Commissioners of the County of Douglas, State of Colorado**, hereinafter referred to as the “County,” and **Empire Carpentry LLC**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as the “Contractor.”

#### WITNESSETH:

**WHEREAS**, the County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the rehabilitation of the **Miksch-Helmer Cabin** of Douglas County, located at 8817 N Rampart Range Rd, Littleton, Colorado; and

**WHEREAS**, bids from said advertisement have been received by the County, and it has been recommended that a contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, responsible, qualified bidder therefore; and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its bid;

**NOW, THEREFORE**, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**ARTICLE I – CONTRACT DOCUMENTS:** It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken

together as a whole constitute the Contract between the parties hereto, and they are as fully a part of and incorporated into this Agreement as if they were set out verbatim and in full herein:

- Contract
- Performance Bond
- Payment Bond
- Notices to Proceed
- General Contract Conditions (Standard Specifications for Construction)
- Invitation to Bid
- Contractor Bid
- Technical Specifications (if any)
- Special Conditions (if any)
- Addenda (if any)
- Contract Drawings (if any)
- Change Directives (if any)
- Change Orders (if any)
- Shop Drawings (if any)

**ARTICLE II – SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents.

**ARTICLE III – TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the County’s Authorized Representative pursuant to a Notice to Proceed and agrees to substantially complete said work in its entirety by **August 14, 2026** exact number of days for completion to be determined upon Notice to Proceed. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

**ARTICLE IV – LIQUIDATED DAMAGES:** There will be no liquidated damages for this Contract.

**ARTICLE V – TERMS OF PAYMENT:** The County agrees to pay the Contractor for the performance and completion of all of the work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefore, subject to additions and

deletions pursuant to Change Order and other provisions of the Contract Documents, the total lump sum amount of **One Hundred and Thirty-Eight Thousand, Eight Hundred and Ninety-Eight and 00/100 dollars (\$138,898.00)** payable pursuant to the Contract Documents. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each budget year will be done at the Contractor's risk. **The maximum contract expenditure is not to exceed One Hundred and Sixty-Two Thousand, Two Hundred and Eighty-Four and 00/100 dollars (\$162,284.00), however, any expenditure exceeding \$138,898.00 will require the County's approval of a Change Order.**

**ARTICLE VI – ANNUAL APPROPRIATIONS:**

This appropriation is for the fiscal year ending December 31, 2024. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of County; (4) the obligation of County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which

such obligations arise, unless the Contractor is given written assurance by the County that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future moneys are appropriated so that additional work may commence. In the event a future appropriation is made by the County, County will inform contractor in writing of any amounts appropriated for work proposed herein.

**ARTICLE VII - 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. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal. 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. 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.

**ARTICLE VIII – CONTRACT BINDING:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

**ARTICLE IX – SEVERABILITY:** If any part, portion or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of this Contract shall remain in full force and effect.

**ARTICLE X – ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights and interest in this Contract without first obtaining the written consent of the County.

**ARTICLE XI – JOINT VENTURE:** If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the County for the performance of all duties and obligations of the Contractor which are set forth in the Contract.

**ARTICLE XII - 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.

**ARTICLE XIII - 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 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.

**ARTICLE XIV - INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Notwithstanding any provision of this Contract, all personnel assigned by Contractor to perform work under this Contract shall be and remain at all times, employees of Contractor for all purposes. It is not intended nor shall it be construed that the Contractor, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

**ARTICLE XV – OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by Contractor in connection with this Agreement shall be the property of the County.

**ARTICLE XVI – INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference.

**ARTICLE XVII – POLITICAL CONTRIBUTIONS PROHIBITED:** Pursuant to Section 15 of Article XXVIII of the Colorado Constitution, there is a presumption of impropriety between contributions to any campaign and sole source government contracts. Therefore, the Consultant agrees, that in the event Consultant is awarded sole source contracts by the State or any of its political subdivisions exceeding One Hundred Thousand Dollars (\$100,000.00) cumulatively from any and all governmental entities within a calendar year, Consultant shall, for the duration of this Agreement and for two (2) years thereafter, cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions. Further, pursuant to Section 16 of Article XXVIII of the Colorado Constitution, in the event that the Consultant is awarded sole source contracts in excess of the amounts discussed herein, Consultant shall promptly prepare and deliver to the executive director of the Colorado Department of Personnel, a true and correct “Government Contract Summary,” for this Agreement in a form acceptable to that office.

**ARTICLE XVIII - 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.

**ARTICLE XIX - 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.

**ARTICLE XX – 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.

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

**EMPIRE CARPENTRY LLC**

**BY:** \_\_\_\_\_

**ATTEST: (if a corporation)**

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature of Notary Public Required:**

STATE OF COLORADO                    )  
  )ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
**Notary Public**  
**My commission expires:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_  
**George Teal, Chair**

**ATTEST:**

\_\_\_\_\_  
**Clerk to the Board**

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas J. DeBord, County Manager**

\_\_\_\_\_  
**Terence T. Quinn, Director  
Department of Community Development**

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

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

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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

\_\_\_\_\_  
**Chris Pratt, Asst. County Attorney**

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

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

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry LLC.**, 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 \_\_\_\_\_ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as 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 and Sixty-Two Thousand, Two Hundred and Eighty-Four and 00/100 dollars (\$162,284.00)** 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 Contract No. \_\_\_\_\_, in accordance with the all Contract Documents therefor 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.

(End of Page)

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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.)

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry, LLC.**, a corporation organized under the laws of the State of Colorado hereinafter referred to as the "Contractor" and

\_\_\_\_\_ [Bonding company name], a corporation organized under the laws of the State of \_\_\_\_\_ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as 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 and Thirty-Eight Thousand, Eight Hundred and Ninety-Eight and 00/100 dollars (\$138,898.00)** 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 Contract No. \_\_\_\_\_, in accordance with all Contract Documents therefor 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.

[END OF PAGE]

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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.)

## EXHIBIT A

### Scope of Services

I. **Purpose:** The purpose of this project is exterior rehabilitation and porch reconstruction at the Miksch Helmer Cabin in Roxborough, Colorado.

II. **Scope of Work is as follows:**

A. Preservation Activities

1. Exterior Rehabilitation

- a. Remove non-original board and batten siding at frame addition
- b. Install and paint new vertical board siding at frame addition
- c. Remove deteriorated trim around doors and windows and install and paint new to match historic
- d. Remove non-original attic access at the east elevation of the frame addition and contemporary utility lines prior to residing the building
- e. Remove non-original asphalt siding at gable ends of log cabin
- f. Install and paint new building paper and new 5" exposure horizontal board siding at gable ends to match the historic
- g. Install and paint new rake board at the gable ends of log cabin to match the historic where missing

2. Window and Door Restoration

- a. Demolish non-original bathroom on the interior to rehabilitate east elevation window
- b. Rehabilitate windows extant to building
- c. Install replica windows as approved where missing or deteriorated
- d. Install storm windows
- e. Restore historic vertical board door and paint
- f. Construct new vertical board door to match historic and paint
- g. Install replica door hardware

3. Porch Reconstruction

- a. Reconstruct historic porch per approved construction documents and historic photographs

B. Architectural and Engineering Services

1. Architectural Services

- a. Perform construction administration
- b. Review shop drawings, mockups, submittals
- c. Assist with change orders as needed

2. Engineering Services

- a. Perform construction administration
- b. Review shop drawings, mockups, submittals
- c.

## EXHIBIT B

### Fee Schedule

#### BUDGET

<b>TASK</b>	<b>AMOUNT</b>
A. Preservation Activities	\$90,570
B. Architectural and Engineering Services	\$16,467
C. Overhead and Profit	\$9,057
D. General Conditions	\$13,585
E. Bonding	\$4,529
F. Permits	\$750
<hr/>	
<b>PROJECT SUBTOTAL</b>	<b>\$134,958</b>
<i>Contingency †</i>	<i>\$20,407</i>
<hr/>	
<b>PROJECT TOTAL</b>	<b>\$155,365</b>
<b>Grant Award (74.82%)</b>	<b>\$116,251</b>
<b>Cash Match (25.18%)</b>	<b>\$39,114</b>

Grant payments are based off the **Project Subtotal**. Total payments will equal Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount should contingency be requested and approved.

† Contingency - Must receive written approval from SHF Staff prior to use.

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

4. 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.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Approved by:** \_\_\_\_\_

Megan Datwyler  
Risk Manager

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**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Brittany Cassell, Curator

**DESCRIPTION:** Public Contract with ERO Resource Corporation in the Amount of \$16,473.00 with a County Contribution of \$1,647.00.

**SUMMARY:** The request is for approval of a public contract with ERO for archaeological research and site assessment.

**STAFF ASSESSMENT:** Staff recommends approving the public contract for services between ERO and the Board for \$16,473 as it complies with all County approval standards and policies.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Kati Carter	Approve	8/30/2024
Jeff Garcia	Approve	9/5/2024
Andrew Copland	Approve	9/5/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

Staff Report- ERO Resource Corporation Site 5DA.265

## Public Contract for Services Staff Report

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** BRITTANY CASSELL, CURATOR  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** PUBLIC CONTRACT WITH ERO RESOURCE CORPORATION IN THE AMOUNT OF \$16,473 WITH A COUNTY CONTRIBUTION OF \$1,647

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**BOARD OF COUNTY COMMISSIONER BUSINESS MEETING: SEPTEMBER 10, 2024 @ 1:30 PM**

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### I. EXECUTIVE SUMMARY

This is a request to execute a contract between the Board of County Commissioners (Board) and ERO Resource Corporation (ERO) in the amount of \$16,473. The contract is to perform an archaeological site assessment and obtain recommendations on how to manage erosion of site 5DA.265. This project was awarded a State Historical Fund (SHF) grant in 2024. The County was awarded \$14,826 in SHF grant funds and will provide a \$1,647 cash match from the 2024 Parks, Trails, Historic Resources, and Open Space Sales Tax fund.

### II. REQUEST

Approval of a public contract with ERO for archaeological research and site assessment.

### III. BACKGROUND

In 1977, staff from the Colorado Department of Transportation (CDOT) discovered artifacts at site 5DA.265 while surveying the northern part of the Palmer Divide in Douglas County. The artifacts date from 7,500 to 150 years old. This discovery led to extensive excavations in 1979 that produced over 90,000 artifacts including projectile points, tools, ceramic sherds, and earth ovens. The collection is housed in the Repository and was reanalyzed by ERO in 2015 using funds from a SHF grant with contributing funds from CDOT. ERO also used the grant funds to nominate the site for the National Register of Historic Places; it was officially listed in April 2020. Reevaluation of the site in 2013 determined that site 5DA.265 retains significant subsurface cultural deposits and could

contribute additional information significant to the interpretation of the regional prehistory.

On June 3, 2024, the SHF notified staff that the County was awarded a grant for \$14,826 to perform an archaeological site assessment, including recommendations on how to protect the site and artifacts from further erosion. This grant will assess the site conditions and stability of site 5DA.265 and help to determine if the site should be excavated again and identify areas to be avoided. The County will provide a cash match of \$1,647 with a project total of \$16,473.

The County will contract with ERO to perform this grant-funded assessment. ERO has demonstrated good stewardship of the County’s protection of cultural sites and preservation of artifacts. Due to the recent reevaluation of the collection by ERO, they have unique knowledge of the site and ability to maintain consistency with the documentation and collection of artifacts.

**IV. RECOMMENDED ACTION**

Staff recommends approving the public contract for services between ERO and the Board for \$16,473 as it complies with all County approval standards and policies.

**ATTACHMENT**

Public Contract for Services ..... 3-15

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ERO RESOURCE CORPORATION**, a corporation authorized to do business in Colorado (the “Consultant”).

### RECITALS

**WHEREAS**, the County has been awarded a maximum of \$14,826.00 in grant funds (the “Grant Award”) from the State Historical Fund, with a cash match from the County of \$1,647.00, pursuant to an Intergovernmental Agreement dated August 20, 2024, a copy of which is attached as Exhibit D hereto and incorporated herein (the “SHF Contract”); and

**WHEREAS**, pursuant to the SHF Contract, the County is undertaking certain activities detailed in Exhibit A to the SHF Contract for site 5DA.265; and

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

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

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

**1. LINE OF AUTHORITY:** Brittany Cassell, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

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

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **Sixteen Thousand Four Hundred and Seventy-Three Dollars** (\$16,473.00) for fiscal year 2024. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 20, 2024, and terminate at 12:00 a.m. on August 20, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant

need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

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

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** All copyrightable materials and/or submittals developed or produced under this grant award are subject to a royalty free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works, or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or the State Historical Fund's purposes.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

**16. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Douglas County Department of Community Development  
Brittany Cassell  
Castle Rock, CO 80104  
E-mail: [bcassell@douglas.co.us](mailto:bcassell@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
E-mail: [Attorney@douglas.co.us](mailto:Attorney@douglas.co.us)

and by the County to: ERO Resource Corporation  
Attn: Jon Hedlund  
1626 Cole Blvd. Suite 100  
Lakewood, CO 80401  
(720) 382 - 4547

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract. Without limiting the foregoing, all work performed pursuant to this Contract must meet the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant’s advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> Exhibit D-SHF Contract
- 2<sup>nd</sup> This Contract, Sections 1 through 28
- 3<sup>rd</sup> Request for Proposal (if applicable)
- 4<sup>th</sup> Exhibit C- Insurance Requirements
- 5<sup>th</sup> Exhibit A- Scope of Services
- 6<sup>th</sup> Exhibit B- Method of Payment
- 7<sup>th</sup> Response to Request for Proposal (if applicable).

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**26. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**28. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party 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 Consultant have executed this Contract as of the above date.

**ERO RESOURCE CORPORATION**

**BY:** \_\_\_\_\_

**ATTEST: (if a corporation)**

**Printed Name** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )

)

ss.

COUNTY OF \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

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

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_  
**Douglas J. DeBord, County Manager**

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

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

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland  
Director of Finance**

\_\_\_\_\_  
**County Attorney**

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

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

## Exhibit A

### SCOPE OF SERVICES

- I. **Purpose:** Douglas County will document exposed surface site assemblages, ascertain baseline data to monitor erosion at the site and obtain recommendations of how to best manage the active erosion at site 5DA.265.
- II. **Scope of Work is as follows:**
  - A. Archaeological Field Work
    1. Perform review of past site documentation (site photos, sketch maps, and analysis)
    2. Perform site survey and flag out any visible artifacts and map the site using sub-centimeter GPS
    3. Map the site using sub-centimeter GPS including erosion features
    4. Locate prior datum points if possible
    5. Establish sub-datum points on the western edge of site
    6. Obtain existing aerial imagery of the site
    7. Produce baseline imagery using centimeter-level positioning
  - B. Report and Documentation
    1. Create a technical report
    2. Create technical memo for geophysical results for the engineers
    3. Create site form(s)
    4. Include engineer's assessment report within the technical report appendices
    5. Create GIS shapefiles to accompany the technical report
    6. Provide documentation of any outreach tied to this project

**Exhibit B**

**METHOD OF PAYMENT**

**BUDGET**

<b>TASK</b>	<b>AMOUNT</b>
<b>A.</b> Site Documentation and Baseline Assessment	\$11,492
<b>B.</b> Field Reporting (includes Field report, Site Forms, GIS & Technical Memo)	\$4,191
<b>C.</b> Project Management	\$790
<b>PROJECT TOTAL</b>	<b>\$16,473</b>
<b>Grant Award (90.00%)</b>	<b>\$14,826</b>
<b>Cash Match (10.00%)</b>	<b>\$1,647</b>

**Exhibit C**

## INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

### **OTHER INSURANCE PROVISIONS:**

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

**Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors** Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

**Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**

www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Brittany Cassell, Curator

**DESCRIPTION:** Public Contract with ERO Resource Corporation in the Amount of \$259,992.00 with a County Contribution of \$10,009.00.

**SUMMARY:** The request is for approval of a public contract with ERO for data analysis, final reporting, and tribal consultation.

**STAFF ASSESSMENT:** Staff recommends approving the public contract for services between ERO and the Board for \$259,992 as it complies with all County approval standards and policies.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Kati Carter	Approve	8/30/2024
Jeff Garcia	Approve	8/31/2024
Andrew Copland	Approve	9/3/2024
Doug DeBord	Approve	9/5/2024
Sabrina Bach - FYI	Notified - FYI	9/5/2024

**ATTACHMENTS:**

Staff Report- ERO Resource Corporation Rockshelter

## Public Contract for Services Staff Report

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT *TQ*  
**CC:** BRITTANY CASSELL, CURATOR  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** PUBLIC CONTRACT WITH ERO RESOURCE CORPORATION IN THE AMOUNT OF \$259,992 WITH A COUNTY CONTRIBUTION OF \$10,009

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**BOARD OF COUNTY COMMISSIONER BUSINESS MEETING: SEPTEMBER 10, 2024 @ 1:30 PM**

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### I. EXECUTIVE SUMMARY

This is a request to execute a contract between the Board of County Commissioners (Board) and ERO Resource Corporation (ERO) in the amount of \$259,992. The contract is to perform data analysis, final reporting, and tribal consultation for the recovered artifacts from the Douglas County Rockshelter project. The County was awarded \$249,983 in SHF grant funds and will provide a \$10,009 cash match from the 2024 Parks, Trails, Historic Resources, and Open Space Sales Tax fund.

### II. REQUEST

Approval of a public contract with ERO for data analysis, final reporting, and tribal consultation.

### III. BACKGROUND

ERO conducted two previous SHF grant funded excavation phases of the Rockshelter in 2022 and in 2023. All previous excavation work was done in partnership with multiple tribes, and this will continue for analysis and interpretation. ERO also has a deep understanding of the confidentiality requirements surrounding the location and the unique opportunities of collaborating with the surrounding neighborhood, allowing for continued protection of the site.

On June 3, 2024, the SHF notified staff that the County was awarded a grant for \$249,983 to analyze and interpret artifacts excavated from the Douglas County Rockshelter. The County will provide a cash match of \$10,009 with a project total of \$259,992.

This Rockshelter is a significant site, and a County landmark, because of its cultural resource contribution to Colorado and Douglas County prehistory and the archaeological record.

Redactions to the public contract have been made as some information pertaining to this site is not available for public information per C.R.S. § 24-80-401 and Office of Archaeological and Historic Preservation Publication #1333.

**IV. RECOMMENDED ACTION**

Staff recommends approving the public contract for services between ERO and the Board for \$259,992 as it complies with all County approval standards and policies.

**ATTACHMENT**

Public Contract for Services ..... 3-15

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ERO RESOURCE CORPORATION**, a corporation authorized to do business in Colorado (the “Consultant”).

### RECITALS

**WHEREAS**, the County has been awarded a maximum of \$249,983.00 in grant funds (the “Grant Award”) from the State Historical Fund, with a cash match from the County of \$10,009.00, pursuant to an Intergovernmental Agreement dated August 14, 2024, a copy of which is attached as Exhibit D hereto and incorporated herein (the “SHF Contract”); and

**WHEREAS**, pursuant to the SHF Contract, the County is undertaking certain activities detailed in Exhibit A to the SHF Contract for the [REDACTED]; and

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

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

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

**1. LINE OF AUTHORITY:** Brittany Cassell, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

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

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **Two hundred and Fifty-Nine Thousand and Nine Hundred and Ninety-Two Dollars (\$259,992.00)** for fiscal year 2024. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 14, 2024 and terminate at 12:00 a.m. on August 14, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from

damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

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

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

**9. 14. ASSIGNMENT OF COPYRIGHTS:** All copyrightable materials and/or submittals developed or produced under this grant award are subject to a royalty free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works, or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or the State Historical Fund's purposes.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and

specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

**16. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Douglas County Department of Community Development  
Brittany Cassell  
100 Third Street  
Castle Rock, CO 80104  
Email: bcassell@douglas.co.us

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
E-mail: Attorney@douglas.co.us

and by the County to: ERO Resource Corporation  
Attn: Jon Hedlund  
1626 Cole Blvd. Suite 100  
Lakewood, CO 80401  
(720) 382 - 4547

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract. Without limiting the foregoing, all work performed pursuant to this Contract must meet the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant’s advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> Exhibit D-SHF Contract
- 2<sup>nd</sup> This Contract, Sections 1 through 28
- 3<sup>rd</sup> Request for Proposal (if applicable)
- 4<sup>th</sup> Exhibit C- Insurance Requirements
- 5<sup>th</sup> Exhibit A- Scope of Services
- 6<sup>th</sup> Exhibit B- Method of Payment
- 7<sup>th</sup> Response to Request for Proposal (if applicable).

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**26. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**28. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party 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 Consultant have executed this Contract as of the above date.

**ERO RESOURCE CORPORATION**

**BY:** \_\_\_\_\_

**ATTEST: (if a corporation)**

**Printed Name** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )

)

ss.

COUNTY OF \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

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

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_  
**Douglas J. DeBord, County Manager**

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

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

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

\_\_\_\_\_  
**County Attorney**

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

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

## Exhibit A SCOPE OF SERVICES

- I. **Purpose:** The purpose of this project is to perform data analysis, final reporting and tribal consultation for the recovered assemblages from the rock shelter site outside of Castle Rock, Colorado.
  
- II. **Scope of Work is as follows:**
  - A. Project Management
    1. This task includes items specifically associated with contract and project management throughout the duration of the contract, including project start-up documentation, monthly invoicing, County and Agency communication through emails and phone calls, and project close-out documentation.
  - B. Archaeological Analysis & Interpretation
    1. Perform comprehensive data cleaning, artifact washing, and sediment sample flotation.
    2. Cross-check records and Total Station data with artifact and sample labels.
    3. Reserve some samples from contexts for future studies.
    4. Reconstruct and associate site stratigraphy with profile mapping, artifact tracking and radiocarbon (<sup>14</sup>C) dating.
    5. Analyze artifact types.
    6. Conduct photogrammetry and 3D modeling.
  - C. Curation
    1. Curate artifacts following Douglas County's 2024 curation standards.
    2. Deliver artifacts to the Repository for accessioning.
  - D. Reporting
    1. Create synthesized report, incorporating consulting tribes' priorities and perspectives.
    2. Create updated site form that follows the Secretary of the Interior's Standards, Guidelines for Archeology and Historic Preservation, the Advisory Council on Historic Preservation's Treatment of Archaeological Properties, and the OAHF's Colorado Cultural Resource Survey Manual.
  - E. Tribal Consultation
    1. Host eight virtual meetings for tribes and physical visits to both the Rockshelter site and the Repository.
    2. Lead site visits to the Rockshelter and the Repository for Northern Arapaho faculty and students from St. Stephens School (Riverton, WY).
  - F. Public Outreach
    1. Present project summaries for Douglas County events, annual Colorado Council of Professional Archaeologists (CCPA) and International Archaeology Day events.
    2. Provide two one-hour classes on debitage analysis and ground stone analysis to Repository volunteers.
    3. Solicit volunteers from the Colorado Archaeological Society (CAS) and work with the University of Denver or University of Colorado at Denver to arrange for project-specific internship for a graduate or an undergraduate student to work on the project.

**Exhibit B  
METHOD OF PAYMENT**

**BUDGET**

<b>TASK</b>	<b>AMOUNT</b>
A. Project Management	\$ 4,356
B. Archaeological Analysis & Interpretation	\$142,606
C. Curation	\$12,561
D. Reporting	\$42,284
E. Tribal Consultation*	\$53,523
F. Public Outreach	\$4,662
<hr/>	
<b>PROJECT TOTAL</b>	<b>\$259,992</b>
<b>Grant Award (96.15%)</b>	<b>\$249,983</b>
<b>Cash Match (3.85%)</b>	<b>\$10,009</b>

\* Travel must be within SHF/State allowable rates (\$.60/mile (2WD), \$.64/mile (4WD) – mileage, at- cost/night – Hotel, \$59/day – Meal Allowance)

**Exhibit C**  
**INSURANCE REQUIREMENTS**

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

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

**Additional Insured Status.** Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors** Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

**Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Brittany Cassell, Curator

**DESCRIPTION:** Construction Contract with Deep Roots Craftsmen in the Amount of \$474,000.00.

**SUMMARY:** The request is for approval of a public contract with Deep Roots Craftsmen for preservation work.

**STAFF ASSESSMENT:** Staff recommends approving the construction contract for services between Deep Roots Craftsmen and the Board for \$312,590, not to exceed \$474,000, as it complies with all County approval standards and policies.

**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	8/29/2024
Kati Carter	Approve	8/30/2024
Jeff Garcia	Approve	8/31/2024
Doug DeBord	Approve	9/3/2024
Andrew Copland - FYI	Notified - FYI	9/3/2024
Sabrina Bach - FYI	Notified - FYI	9/3/2024

**ATTACHMENTS:**

BCC Staff Report Deep Roots Craftsmen Construction Contract SVS

**Construction Contract  
Staff Report**

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** BRITTANY CASSELL, CURATOR  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** **CONSTRUCTION CONTRACT WITH DEEP ROOTS CRAFTSMEN IN THE AMOUNT OF \$474,000**

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**BOARD OF COUNTY COMMISSIONER BUSINESS MEETING: SEPTEMBER 10, 2024 @ 1:30 PM**

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**I. EXECUTIVE SUMMARY**

This is a request to execute a contract between the Board of County Commissioners (Board) and Deep Roots Craftsmen (Deep Roots) for \$312,590, not to exceed \$474,000. The contract is for the stabilization and restoration of the Spring Valley Schoolhouse. The project is funded from the 2024 Parks, Trails, Historic Preservation, and Open Space (PTHROS) Sales Tax Fund.

**II. REQUEST**

Approval of a public contract with Deep Roots for preservation work.

**III. BACKGROUND**

The Spring Valley School is historically significant on the national, state, and local level. In 1978, the United States Department of the Interior listed the school on the National Register of Historic Places based on its association with educational development in Douglas County, its role as a local community center, its position as a rural landmark, and its vernacular architecture. In 2008, the Board listed the school as a Douglas County Landmark.

The County conducted a Historic Structure Assessment (HSA) of the Spring Valley School property in 2013, which identified necessary improvements to the structures on site. Since that time, the County has invested in improvements to the structures, including the

schoolhouse, a coal shed, a stable, and outhouse. Previous work in 2018 included restoration and stabilization of the coal shed roof, floor frame, and foundation. This also included stabilization of the stable foundation and restoration of the stable siding. During the project, additional structural restoration needs were identified and completed for the stable roof, the outhouse, and the schoolhouse roof.

A request for proposals (RFP) was issued in July 2024 for this restoration project to include work on the foundation, exterior, and removal of the second floor to restore the interior to a one-story schoolhouse. The project will also stabilize the schoolhouse to the extent that it may be used for public programming needs. Deep Roots was selected for the project because they have expertise for the requirements of this particular project and have demonstrated success in preservation work on other County assets. The scope of work estimates that the project will total \$312,590, but there may be an additional cost for asbestos mitigation.

**IV. RECOMMENDED ACTION**

Staff recommends approving the construction contract for services between Deep Roots and the Board for \$312,590, not to exceed \$474,000, as it complies with all County approval standards and policies.

**ATTACHMENTS**

Construction Contract..... 3-19

## CONSTRUCTION CONTRACT

### 2024 SPRING VALLEY SCHOOL REHABILITATION PROJECT RFP #016-24

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of **August 2024**, by and between the **Board of County Commissioners of the County of Douglas, State of Colorado**, hereinafter referred to as the “County,” and **Deep Roots Craftsmen**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as the “Contractor.”

#### **WITNESSETH:**

**WHEREAS**, the County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the stabilization of the **Spring Valley School** of Douglas County, located at 14667 S. Spring Valley Road, Larkspur, Colorado; and

**WHEREAS**, bids from said advertisement have been received by the County, and it has been recommended that a contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, responsible, qualified bidder therefore; and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its bid;

**NOW, THEREFORE**, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**ARTICLE I – CONTRACT DOCUMENTS:** It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken

together as a whole constitute the Contract between the parties hereto, and they are as fully a part of and incorporated into this Agreement as if they were set out verbatim and in full herein:

- Contract
- Performance Bond
- Payment Bond
- Notices to Proceed
- General Contract Conditions (Standard Specifications for Construction)
- Invitation to Bid
- Contractor Bid
- Technical Specifications (if any)
- Special Conditions (if any)
- Addenda (if any)
- Contract Drawings (if any)
- Change Directives (if any)
- Change Orders (if any)
- Shop Drawings (if any)

**ARTICLE II – SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents.

**ARTICLE III – TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the County’s Authorized Representative pursuant to a Notice to Proceed and agrees to substantially complete said work in its entirety by **August 31, 2025** exact number of days for completion to be determined upon Notice to Proceed. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

**ARTICLE IV – LIQUIDATED DAMAGES:** There will be no liquidated damages for this Contract.

**ARTICLE V – TERMS OF PAYMENT:** The County agrees to pay the Contractor for the performance and completion of all of the work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefore, subject to additions and

deletions pursuant to Change Order and other provisions of the Contract Documents, the total lump sum amount of **Three Hundred and Twelve Thousand, Five Hundred and Ninety and 00/100 dollars (\$312,590.00)** payable pursuant to the Contract Documents. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each budget year will be done at the Contractor's risk. **The maximum contract expenditure is not to exceed Four Hundred and Seventy-Four Thousand and 00/100 dollars (\$474,000), however, any expenditure exceeding \$312,590.00 will require the County's approval of a Change Order.**

**ARTICLE VI – ANNUAL APPROPRIATIONS:**

This appropriation is for the fiscal year ending December 31, 2024. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of County; (4) the obligation of County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor is given written assurance by the County that lawful

appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future moneys are appropriated so that additional work may commence. In the event a future appropriation is made by the County, County will inform contractor in writing of any amounts appropriated for work proposed herein.

**ARTICLE VII - 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. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal. 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. 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.

**ARTICLE VIII – CONTRACT BINDING:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

**ARTICLE IX – SEVERABILITY:** If any part, portion or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of this Contract shall remain in full force and effect.

**ARTICLE X – ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights and interest in this Contract without first obtaining the written consent of the County.

**ARTICLE XI – JOINT VENTURE:** If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the County for the performance of all duties and obligations of the Contractor which are set forth in the Contract.

**ARTICLE XII - 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.

**ARTICLE XIII - 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 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.

**ARTICLE XIV - INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Notwithstanding any provision of this Contract, all personnel assigned by Contractor to perform work under this Contract shall be and remain at all times, employees of Contractor for all purposes. It is not intended nor shall it be construed that the Contractor, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

**ARTICLE XV – OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by Contractor in connection with this Agreement shall be the property of the County.

**ARTICLE XVI – INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference.

**ARTICLE XVII – POLITICAL CONTRIBUTIONS PROHIBITED:** Pursuant to Section 15 of Article XXVIII of the Colorado Constitution, there is a presumption of impropriety between contributions to any campaign and sole source government contracts. Therefore, the Consultant agrees, that in the event Consultant is awarded sole source contracts by the State or any of its political subdivisions exceeding One Hundred Thousand Dollars (\$100,000.00) cumulatively from any and all governmental entities within a calendar year, Consultant shall, for the duration of this Agreement and for two (2) years thereafter, cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions. Further, pursuant to Section 16 of Article XXVIII of the Colorado Constitution, in the event that the Consultant is awarded sole source contracts in excess of the amounts discussed herein, Consultant shall promptly prepare and deliver to the executive director of the Colorado Department of Personnel, a true and correct “Government Contract Summary,” for this Agreement in a form acceptable to that office.

**ARTICLE XVIII - 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.

**ARTICLE XIX - 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.

**ARTICLE XX – 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.



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

**BY:** \_\_\_\_\_  
**George Teal, Chair**

**ATTEST:**

\_\_\_\_\_  
**Clerk to the Board**

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas J. DeBord, County Manager**

\_\_\_\_\_  
**Terence T. Quinn, Director  
Department of Community Development**

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

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

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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

\_\_\_\_\_  
**Chris Pratt, Managing County Attorney**

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

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

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry LLC.**, 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 \_\_\_\_\_ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as 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 **Four Hundred and Sevety-Four Thousand and 00/100 dollars (\$474,000.00)** 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 Contract No. \_\_\_\_\_, in accordance with the all Contract Documents therefor 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.

(End of Page)

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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.)

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry, LLC.**, a corporation organized under the laws of the State of Colorado hereinafter referred to as the "Contractor" and

\_\_\_\_\_ [Bonding company name], a corporation organized under the laws of the State of \_\_\_\_\_ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as 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 **Three Hundred and Twelve Thousand, Five Hundred and Ninety and 00/100 dollars (\$312,590.00)** 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 Contract No. \_\_\_\_\_, in accordance with all Contract Documents therefor 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.

[END OF PAGE]

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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.)

## **EXHIBIT A**

### Scope of Services

#### Rehabilitation of the Spring Valley Schoolhouse of Douglas County

##### A. Exterior Rehabilitation

1. Siding Replacement and Repair
2. Chimney Stabilization
3. Remove Non-Historic Gable End Window and Install New Replica Siding
4. Demolish Existing Stairs and Construct New Replica Stairs
5. Remove Concrete Parge Coat and Paint From Foundation. Repoint and Reset Stone Foundation.
6. Regrade to Provide Positive Drainage
7. Construct New Retaining Wall
8. Remove Raised Platform to Re-expose Stone Foundation for Restoration

##### B. Interior Rehabilitation

1. Remove Kitchen and Cabinets
2. Remove Non-Historic Framing and Drywall
3. Remove Stairs to Second Floor
4. Remove Second Floor Bathroom, all Associated Piping and Vents, and all Bathroom Accessories
5. Demolish Second Floor, Second Floor Finishes and Provide Bracing/Shoring
6. Sand and Refinish Wood Floors
7. Restore Slate Chalkboards and Rehang
8. Remove Wallpaper and Wainscoting on First Floor. Prep Drywall and Paint.
9. Install new Replica Baseboard and Stain
10. Frame New Ceiling and Provide Drywall, Paint.
11. Restore Beadboard Ceiling and Walls, Install New Replica Where Missing,
12. Restore Doors and Install New Replica Hardware
13. Restore Windows and Install New Replica Hardware and Interior Storm Windows

##### C. Electrical Rehabilitation

1. Install New Electrical Service and Panels
2. Install New Replica Light Fixtures and Outlets

**EXHIBIT B**

Fee Schedule

**Spring Valley School  
Cost Proposal**

July 26, 2024

Preservation Activities:	\$ 239,990
General Conditions	\$ 36,000
Permitting	\$ 3,100
Bonding	\$ 9,500
Overhead and Profit	\$ 24,000
<b>ESTIMATED TOTAL:</b>	<b>\$ 312,590</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

4. 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.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Approved by:** \_\_\_\_\_

Megan Datwyler  
Risk Manager

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Board of Commissioners, Douglas County

**DESCRIPTION:** Resolution Removing a Member of the Douglas County Libraries Board of Trustees.

**SUMMARY:** The Douglas Public Library District, now known as Douglas County Libraries, was created in 1990 by Resolution R-990-149 which specified the number of members of the Board of Trustees and the terms of office. The members of the Board of Trustees are appointed by the Douglas County Commissioners.

**RECOMMENDED ACTION:** Approval of Resolution.

**REVIEW:**

Doug DeBord	Approve	9/3/2024
Jeff Garcia	Approve	9/4/2024
Andrew Copland	Approve	9/5/2024

**ATTACHMENTS:**

Resolution Removing Meghann Silverthorn from the Douglas County Libraries Board of Trustees

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

**RESOLUTION REMOVING A MEMBER OF THE DOUGLAS COUNTY LIBRARIES  
BOARD OF TRUSTEES.**

*WHEREAS*, Resolution No. R-990-149, established the Douglas Public Library District, now known as Douglas County Libraries, specified the terms of office for the members of the library district's board of trustees and established a procedure for filling vacancies on the library district's board of trustees, and

*WHEREAS*, Trustees to the Douglas County Libraries are appointed by the Douglas County Board of County Commissioners and can be removed by the Douglas County Board of County Commissioners for cause; now therefore,

**BE IT RESOLVED**, that the following individual is removed from the Douglas County Libraries Board of Trustees:

Meghann Silverthorn

District I

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September 2024, in Castle Rock, Douglas County, Colorado.

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

**BY:**

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**GEORGE TEAL, Chair**

**ATTEST:**

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**HAYLEY HILL, Clerk to the Board**

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www.douglas.co.us

**MEETING DATE:** September 10, 2024

**STAFF PERSON RESPONSIBLE:** Board of Commissioners, Douglas County

**DESCRIPTION:** Resolution Removing a Member of the Douglas County Water Commission.

**SUMMARY:** The Douglas County Water Commission was created by Resolution R-023-021 on November 14, 2023 and appointments were made thereafter of eleven (11) members and alternates. The members are appointed by the Douglas County Commissioners and can be removed by the Board of County Commissioners.

**RECOMMENDED ACTION:** Approve Resolution.

**REVIEW:**

Doug DeBord	Approve	9/5/2024
Jeff Garcia	Approve	9/5/2024
Andrew Copland	Approve	9/5/2024

**ATTACHMENTS:**

Resolution Removing Frank Johns from the Water Commission

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

**RESOLUTION REMOVING A MEMBER OF THE DOUGLAS COUNTY WATER  
COMMISSION.**

*WHEREAS*, Resolution No R-023-021 established the Douglas County Water Commission, specified the terms of office for the appointees, and outlined the duties to be performed by the appointees; and

*WHEREAS*, the members of the Water Commission are appointed by the Douglas County Board of Commissioners and can be removed by the Douglas County Board of Commissioners; now therefore,

**BE IT RESOLVED**, that the following individual is removed from the Douglas County Water Commission:

Frank Johns

District 3

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September 2024, in Castle Rock, Douglas County, Colorado.

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

**BY:** \_\_\_\_\_  
**GEORGE TEAL, Chair**

**ATTEST:** \_\_\_\_\_  
**HAYLEY HILL, Clerk to the Board**

[www.douglas.co.us](http://www.douglas.co.us)

**MEETING DATE:** September 10, 2024

**DESCRIPTION:** County Manager Report.

**ATTACHMENTS:**

County Manager Report 9.10.24

**TO:** The Board of County Commissioners  
**FROM:** Douglas J. DeBord, County Manager  
**DATE:** September 10, 2024  
**RE:** County Manager Report

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- **A hero never forgotten. Lucent Boulevard renamed Kendrick Castillo Way** - If you drive Lucent Boulevard in Highlands Ranch, you'll soon come to know it as Kendrick Castillo Way. [Read more on our webpage about the ongoing mission to memorialize Kendrick](#) – who was killed May 7, 2019, during his senior year of high school, having sacrificed his own life to save fellow students amid a school shooting.



- **More than \$1 million in grants will help combat the impacts of the opioid epidemic in Douglas County** - Did you know that 39 of your Douglas County neighbors died from an opioid overdose in 2023? That's more than double the number in 2022.\* [Visit our webpage to learn how this nationwide epidemic is being fought at the local level](#), with the distribution of \$1.1 million in grant funding.



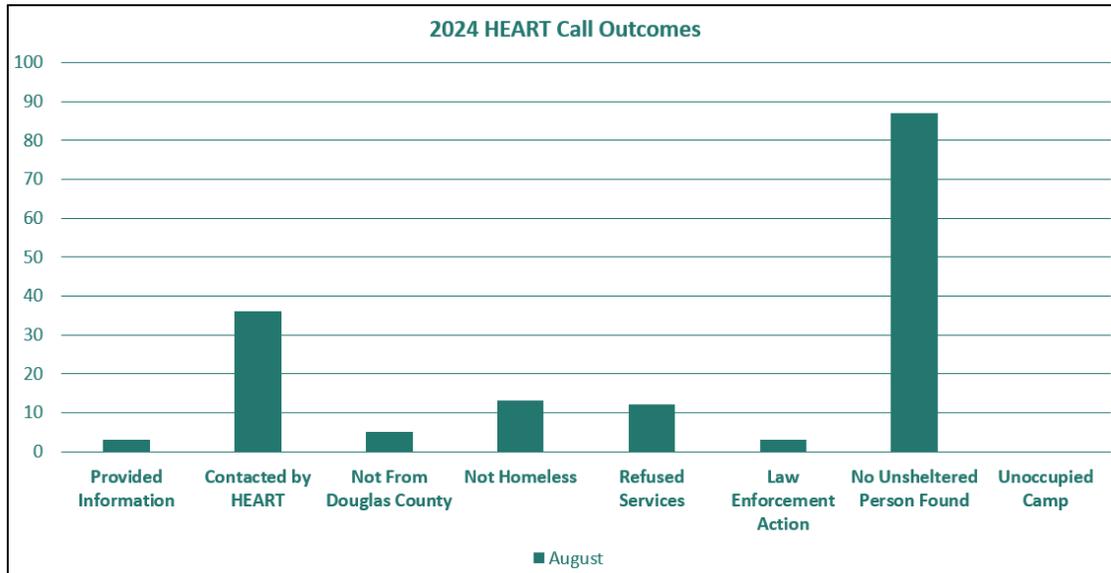
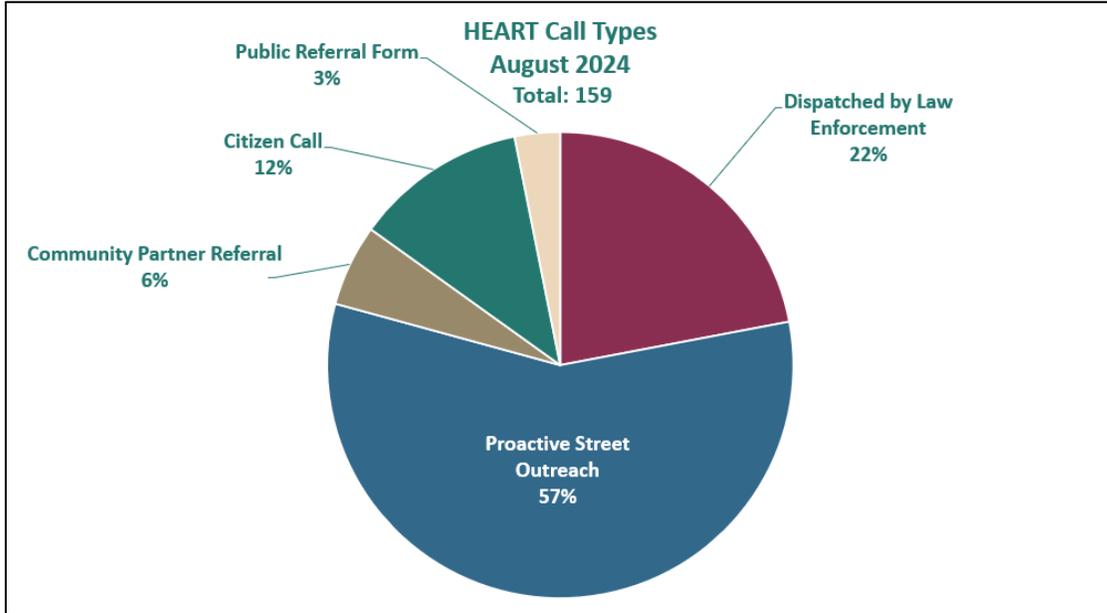
- **Learn how you can Live Wildfire Ready** - Whether you're new to our state or a long-time resident, it's important to know, that Colorado faces a "new normal" when it comes to wildfire. Ongoing dry and warmer temperatures elevate wildfire risk for Coloradans, and wildfires now occur year-round in the state. [Read about the efforts of Douglas County and other Colorado organizations in a statewide campaign called Live Wildfire Ready.](#)

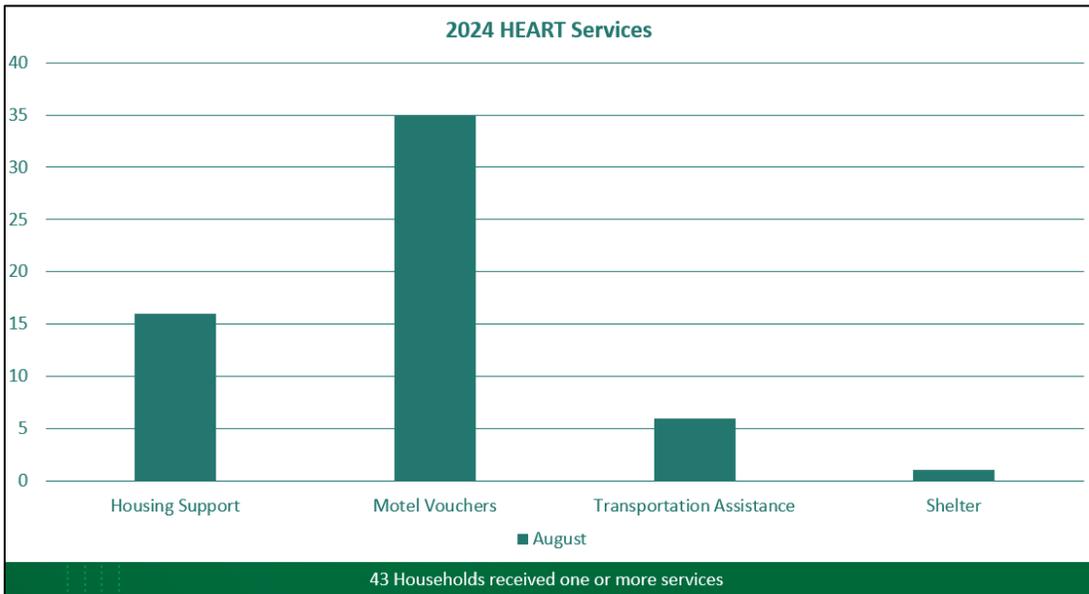
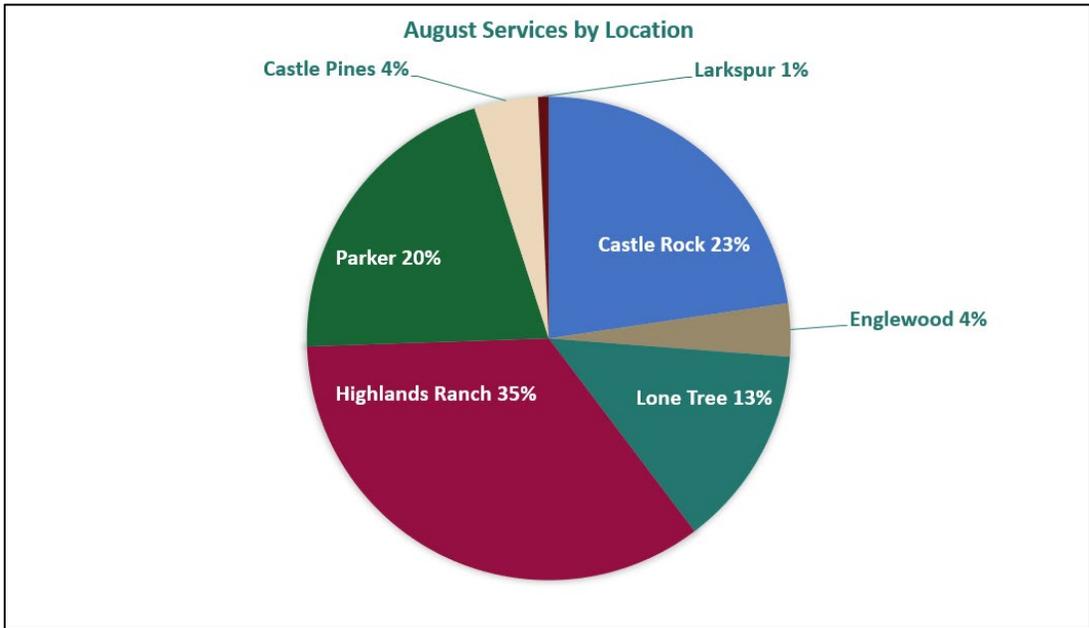


## Community Development

### Community Services

- HEART Activity Report – August 2024





- HEART Success Story:** HEART received a call from a family of 10 who was being evicted from their home in Parker. Due to the family shelters in the region being full, HEART secured two hotel rooms for the family. The Douglas County Youth Care Compact became involved and started case conferencing this family with other community partners from the county. With the assistance of all these organizations collaborating, this family has remained in a hotel while County partners and the parents search for stable living arrangements.
- Colorado Housing Finance Authority Stakeholder Outreach and Engagement Event -** Staff attended the Colorado Housing Finance Authority (CHFA) Stakeholder Outreach and Engagement on August 20th in Colorado Springs. CHFA partnered with Housing Colorado, the Division of Housing, and the Office of Economic Development and International Trade to host the event. The event focused on local housing challenges, Proposition 123 programs, and connecting communities with resources and opportunities to address their specific areas of need and opportunity.

**Parks, Trails and Building Grounds**

- **Looking for volunteer hours? Help beautify your community during fall Dougnad volunteer event**  
Did you know that September is National Cleanup Month? Join us on Saturday, Sept. 28 for our second Dougnad event of 2024, which will focus on outdoor cleanup. This is the perfect opportunity to give back to your community and ensure Douglas County is well-kept for all who live and play here!



Join one of these volunteer opportunities on Sept. 28:

- Challenger Tree Planting – Join the Douglas County Parks Department to plant trees at this popular regional park.
- Renew the Ranch – Join the Highlands Ranch Metro District to cleanup Marcy Gulch and the Southridge Area.
- Glendale Farm Dog Park pickup – Join volunteers at Glendale Farm Dog Park to lend a hand and pick up dog waste left by others. This is the perfect opportunity to spend some time with your dog while making your community a better place! No need to sign up, just show up.

Volunteers will receive a thank-you gift for their time. For more information on these various projects and to sign up, [visit our Dougnad webpage](#). For more information on these various projects and to sign up, [visit our Dougnad webpage](#).

What is Dougnad? “Dugnad” is a custom of communal work in Norway that dates back centuries. Today, dugnad has come to mean unpaid voluntary work done in a group for local, national or international causes. This historic tradition exemplifies our community’s heart of service and a spirit of community.

- **Counter Update**

Location	2023 Total through 8/26/24	2024 Total through 8/26/24
Bayou Gulch Regional Park – Dog Park	16,294	11,817
Bingham Lake	53,406	53,959
Bluffs Regional Park	94,915	98,669
Cherry Creek Regional Trail – Pinery	29,068	17,699
East/West Regional Trail – Grigs Trailhead	26,056	30,819
East/West Regional Trail – Monarch Trailhead	N/A	11,758
East/West Regional Trail – Schweiger Ranch	4,516	9,192
East/West Regional Trail – Stepping Stone	N/A	23,387
Fairgrounds Regional Park – Dog Park	39,529	33,874
High Line Canal – West	38,902	21,783
Rueter-Hess Reservoir – Coyote Run Loop	4,104	6,681
Rueter-Hess Reservoir – Incline Trailhead	45,615	47,801
Rueter-Hess Reservoir – Newlin's Gold	N/A	714
<b>Totals</b>	<b>352,405</b>	<b>368,153</b>

- **Volunteer Program Update** - Three volunteer events were hosted in August.
  - A painting event on August 1st, was attended by two volunteers who provided four hours of service. They helped paint a box culvert underneath Monarch Boulevard on the East/West Regional Trail.



- Three volunteers provided six hours of service pruning gambel oak along the East/West Regional Trail on August 5th. This work improved sight lines along the trail, increasing the safety for all users.



- A tree planting event at Bayou Gulch Regional Park on August 24th was attended by four volunteers who provided six hours of service. They planted four trees next to the playground that will provide shade in the years to come.



- The Volunteer Program is offering the following events in September:
  - 9/18 – Trash Pick Up at Bayou Gulch Regional Park
  - 9/20 – Trash Pick Up at Challenger Regional Park
  - 9/25 – Landscape Bed Maintenance at Bayou Gulch Regional Park
  - 9/26 – Landscape Bed Maintenance at Challenger Regional Park
  - 9/28 – Tree Planting at Challenger Regional Park

○ **Volunteer Statistics for 2024:**

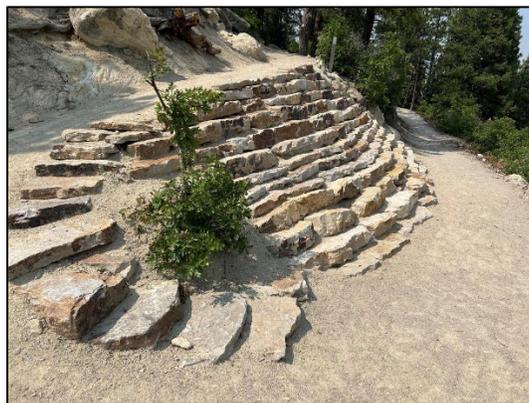
Month	# of Hosted Events	# of Volunteers	Hours of Service	Bags of Trash Collected	Trees Planted	Beds Maintained	Mullein Weeds Eradicated	Culverts Painted	Miles of Trail Maintained
March	3	9	18	11	-	-	-	-	-
April	3	52	104	14	500	-	-	-	-
May	4	36	108	1	255	20	-	-	-
June	5	17	33	5	2	3	2,000	-	1
July	3	19	32	5	8	-	-	-	1
August	3	9	16	-	4	-	-	1	2
<b>Totals</b>	21	142	311	36	769	23	2,000	1	4

- **Rueter-Hess Welcomes First Official Volunteer** - Rueter-Hess welcomes Mark Stewart, the Reservoir's first official volunteer. A retired Geologist, Mark will help rangers greet visitors and inspect watercraft at the entrance station. This year rangers have served over 5,000 visitors and inspected over 2,500 watercrafts. Volunteers like Mark will help make the check-in and inspection process more efficient providing better customer service for our citizens and visitors.



**Open Space and Natural Resources**

- **Keeping Happy Trails Happy** - Spruce Mountain Open Space remains one of the most visited open space properties in Douglas County. Since the pandemic, Spruce Mountain sees between 30,000 to 40,000 visitors per year. Visitation, weather, and time results in degradation and erosion of open space trails. Over the last twelve months work has been performed at Spruce Mountain Open Space to improve the trail system and prevent erosion. Those efforts to improve the trails included establishments of two reroutes to disperse use on the property, as well switchback stabilization to address erosion and improve water drainage. Below is a picture of the latest work performed to stabilize an eroded switchback.

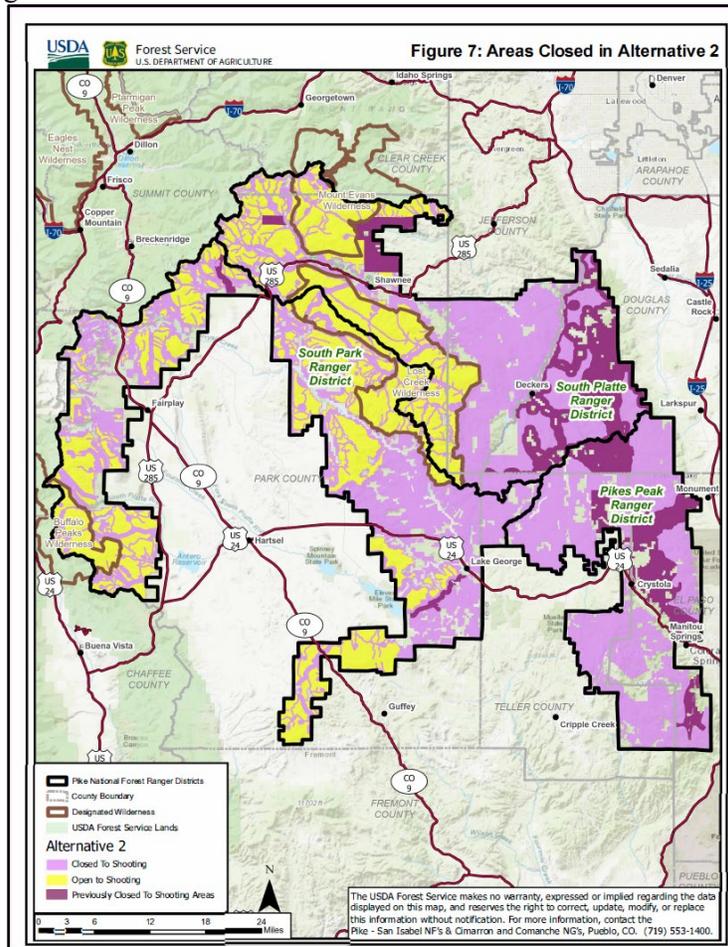


Newly added retain stones on a trail switchback to stabilize erosion and improve drainage

- Grow and Give Harvest** - Volunteers of Douglas County’s Research and Demonstration Orchard at Hidden Mesa Open Space passed a seasonal milestone. They have donated over 1,200 lbs. of produce to the Parker Task Force this year. Harvests increase as the season goes on, and annual totals usually reach between 2,000-3,000 lbs. by the end of the season. Since 2012, the project has donated over 33,000 lbs. of food to local food banks.



- Latest Developments for USFS Integrated Management of Target Shooting** - On August 5<sup>th</sup>, the US Forest Service opened a 30-day window to allow citizen comments related for the USFS Integrated Management of Target shooting decision. Douglas County Open Space and Engineering Special Projects staff have been involved in this process directly, and in leadership roles with the Southern Shooting Partnership (SSP). The SSP is an eleven-agency collaborative assisting the Forest Service in development of solutions to address safety and resource damage concerns while providing recreational shooting opportunities on public lands between Pueblo and Denver. A final decision is expected by year’s end. The administrative objection period and final process should be concluded by mid-2025. Below is a graphic of the proposed changes under one of the three alternatives.



## Public Works

- **Quebec and Lincoln / University Signal and Intersection Reconstruction Project** - Douglas County completed road quality and safety improvements at University/Lincoln and Quebec in Highlands Ranch on August 10, 2024. This project rebuilt and reconfigured the full intersection, including a new traffic signal system, updated the raised pedestrian safety islands, added an eastbound lane through the intersection onto Lincoln Ave, and a new right-turn-only lane from southbound Quebec St to westbound University Blvd. [Quebec and Lincoln/University Intersection Project](#)



### Activities for August 26 – September 6, 2024

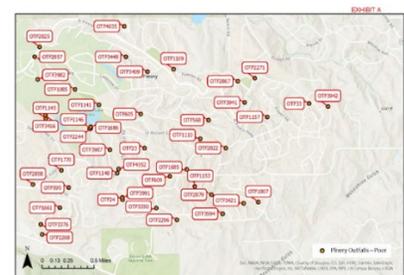
#### Active Projects

- **US 85 Widening from Highlands Ranch Pkwy to C-470:**
  - Single lane closures on northbound and southbound US 85 and on the C-470 ramps at US 85 from 9 a.m. to 3 p.m. daily, Tuesday, Sept. 3, through Saturday, Sept. 7, throughout the corridor.
  - Paving operations and intersection work continue throughout the corridor. To take advantage of the summer weather, crews will conduct weekend closures of US 85 near County Line Road and various C-470 ramps to accelerate paving and other weather-dependent work.



[Project webpage](#)

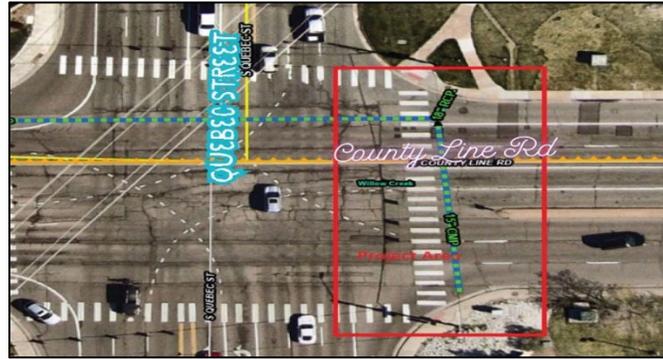
- **Pinery Outfall Repair Project:** Began on July 17, 2024
  - The Pinery Outfall Repair Project will clean and expose the outfalls that have been located and inspected in the Pinery Subdivision. There are about 40 outfalls that are in poor condition that need cleaning and then repairs. The work being done at this time involves cleaning and exposing the outfalls only, no repairs at this time. Work will be intermittent as crew availability allows. (See map for all locations).



- **University Boulevard (between Crossland Way and Crosspointe) Small UV CIPP Storm Sewer Lining Project:** Project is active again.
  - Our contractor will line the storm sewer that goes across the University between Douglas County's Highlands Heritage Regional Park and HRMD's Cheese Ranch Historic Park. A section of pipe in HRMD's Cheese Ranch Historic Park also needs to be excavated and lined. Due to the nature of the maintenance being completed, work hours will extend beyond the normal road closure times.
- **County Line Road and Quebec Street Drainage Improvements** - Construction began on September 3 and is expected to be completed on September 17.

Summary of Project: The Southeast Metro Stormwater Authority (SEMSWA), in partnership with the City of Lone Tree and Douglas County, is working with L&M Enterprises Inc. to replace the deteriorated 15” corrugated metal storm sewer that runs north-south across County Line Road at Quebec Street with a new 15” reinforced concrete pipe. The existing pipe has severely degraded and poses a risk to County Line Road.

Traffic Impacts: During construction, periodic lane closures and lane shifts on County Line Road and Quebec Street should be expected. Every effort will be made to minimize traffic impacts; however, there may be some delays on both County Line Road and/or Quebec Street. Message Boards will be placed at the intersection in advance of the work. Use of alternative routes is highly encouraged to minimize delays.



- **West Frontage Road (Town of Castle Rock project)- Long-term Closure between Territorial and Tomah Roads** - On August 19, crews closed the section of the West Frontage Road between Territorial and Tomah roads. Local access to businesses and residences along West Frontage Road will remain, but no through traffic will be allowed. This estimated 18-month closure will allow crews to safely build the new interchange and relocate this portion of the West Frontage Road to its new permanent location, west of the BNSF Railway tracks. [Closure and detour information](#)
- **Sterling Ranch Filing #7-A** - Iron Woman is replacing inlet decks and Martin Marietta is overlaying the asphalt on Waterton Road for the tie-in to Filing #7-A (DV #2023-410).



- **Irish Pat Murphy Waterline Replacement** - SMH West Contracting is installing a replacement waterline in the Pinery Subdivision (DV #2024-081).



- **Bear Ridge Subdivision** - Nordstrom Construction is installing a sanitary sewer (DV#2021-287).



- **Richmond Homes Highlands Ranch Filing #112-A** - Liberty Infrastructure is installing sanitary sewer on Ironwood Street and Cactus Bluff Street (DV#2021-251).



- **Dad Clark Gulch** - Work is underway to mitigate severe erosion along a section of Dad Clark Gulch, just south of Highlands Ranch Parkway. The stabilization improvements include raising and restoring the historic channel elevation, developing a riffle-pool stream patter, and integrating bioengineered bank protection to increase channel stability and vegetation cover.



***Pavement Management***

- **2024 Sidewalk Repair and Curb Ramp Retrofit Program** – complete
- **2024 Asphalt Overlay Projects** - complete
- **Summary of Contracted Maintenance Projects**

2024 Sidewalk repair project:	\$ 3,566,553.16
2024 Asphalt overlay project:	\$ 8,204,102.23
2024 Guardrail repair project:	\$ 96,638.75
2024 Arborists:	\$ 67,001.00
2024 Pond maintenance:	\$ 66,016.00
2024 On-call landscaping:	\$ 68,398.45
2024 Concrete crushing:	\$ 294,357.20
2023 Pond maintenance:	\$ 46,526.25

**Building**

- **Inspections, Permits and Valuations from August 19 – 30, 2024:**

Inspections		
	Building	1166
	Electrical	950
	Mechanical/Plumbing	638
	Roofing	322
Permits		
	Accessory Use	24
	New Commercial	2
	Residential Alteration	0
	New Residential	35
	Roofing	326
Valuations		
	Accessory Use	\$408,117
	Commercial	\$2,959,991
	Residential Alteration	\$2,015,563
	New Residential	\$10,843,217

**Development Review**

- **MS4 and Stormwater Matters**
  - **CDPHE Water Quality Fee Setting Rulemaking Stakeholder Meeting** - Staff attended the fee setting stakeholder meeting with the Water Quality Control Division (Division) on August 29. The final Rulemaking process through the Water Quality Control Commission will set the fees for all discharge permits issued by the Division, including fees for MS4 Permits and Construction Stormwater Discharge Permits.
  - **Dredge and Fill Stakeholder Meeting** - Staff attended the CPDHE Dredge and Fill Stakeholder meeting on September 4. House Bill 24-1379 directs the Water Quality Control Division to implement a dredge and fill authorization program and the Water Quality Control Commission to promulgate rules for individual permitting and mitigation by Dec. 31, 2025. Staff will continue to engage in the remaining scheduled stakeholder meetings and through the Colorado Stormwater Council.

**Traffic**

Special Events - [Additional details for Special Event Permits](#)

- In Review:
  - Sept 14 – Repeat Event: ETF2024-015 Colorado Run for the Fallen
  - Sept 14 – Repeat Event: ETF2024-021 Oktoberfest 5K
  - Sept 19 – Repeat Event: ETF2024-034 RCHS Homecoming Parade
  - Sept 21 – ETF2024-025: Prospects of Fall Festival
  - Sept 21 – Repeat Event: ETF2024-017 Battle by the Brook
  - Sept 26 – Repeat Event: ETF2024-026 HRHS 2024 Homecoming Parade
- Final Approval:
  - Sept 9 – Repeat Event: ETF2024-018 Chaparral High School Homecoming Parade

- Approved:
  - Sept 7 – Repeat Event: ETF2024-024 ADA Tour de Cure
  - Sept 11 – Repeat Event: ETF2024-027 Ponderosa High School Homecoming Parade
  - Sept 21 – Repeat Event: ETF2024-028 ThunderRidge Homecoming Parade
  - 10/05/24 – Repeat Event: ETF2024-020 Sterling Ranch Concert in the Park

**Maintenance Programs**

- **Gravel Road Program:** The County maintains a network of approximately 300 miles of gravel roads. The following outlines the project information from each program.

Type of Program	Miles YTD	Total Costs and Status
Grading Operations	2,725	\$936,795.16



- **Grading Operations:** During this reporting period, a total of **228 lane miles** were graded on 43 county roads. Year to Date: 2,725 Lane Miles
- **Culvert Inspection Report:** During this reporting period, inspections were completed at 9 locations.
  - **Summary (YTD)**
    - Total Inspections Completed – 582
    - Good – 316
    - Fair – 116
    - Poor – 106
    - Severe - 44
  - **Upcoming inspections scheduled for:** Tempest Ridge Way, Y Camp Road, Pine Creek Road, Smith Road, S. Delbert Road, and Canyons South Subdivision.



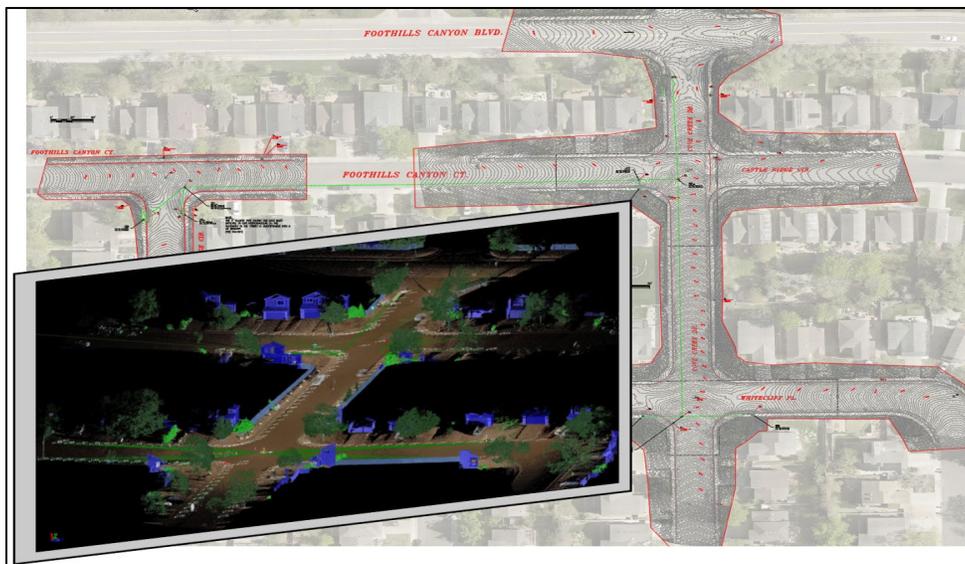
- **Paving and Overlay:** Operations assisted with paving and overlay at the following locations: Forest Canyon Dr, Spring Creek Rd, Antelope Trl, Woodland Trl, Village Creek Pkwy, and Furrow Rd.

- **Paved Road Repairs:**
  - **Asphalt Repairs (including pothole patching)** - During this reporting period, potholes were repaired at the following locations: Windhaven Drive, Crowfoot Valley Road, E. Wildcat Reserve Parkway, S. Quebec Street, Brettonwood Way, Cheetah Way, Omega Circle, Cove Creek Drive, Venneford Ranch Road, Cheetah Winds, Town Center Drive, Monarch Boulevard, and McArthur Ranch Road.
- **Concrete Patching** – During this reporting period, concrete patching was completed on the following streets: Cove Creek Drive, Terrace Drive, and Sanderling Way.
  - Total Cost of Paved Surface Construction for the month of August: \$244,144.62
- **Sweeping Program:** Sweeping operations removes particulate matter and improves air quality to meet metro area quality standards. Regular sweeping removes sand, debris, leaves, and trash that can cause unsafe conditions for motorists, bicyclist, and pedestrians. And protects and improves water quality before it can enter storm sewers and drainage ways.

During this reporting period, sweeping was completed in the following areas: Pine Valley Drive, S. Chambers Rd, Ridgeway Pkwy, Jaguar Dr, Wild Iris Run, S. Quebec St, Waterton Rd, S. Platte River Rd, Eagle River St, S. County Hwy 67, Titan Pkwy, N. Lariat Dr, and Cornerstone Ln.

- A total of **1,294 yards of debris YTD** were swept and removed from residential and arterial roads.
- Total Cost of Sweeping Maintenance for the month of August: **\$16,440.00**
- **Ice Mitigation Projects:** During this reporting period ice mitigation was complete on Cheetah Chase. A total of three inlets and four area drains were installed.
- **Invasive Weeds Management Program:** In the 3<sup>rd</sup> quarter mowing took place on 50 county roadways. YTD: 892 swath miles have been mowed and 334 acres have been sprayed
- **Surveying:** Numerous scans were performed in and around Highlands Ranch Filing No. 111 to evaluate residents’ concerns with drainage. These were then used to create vivid 3D images and surfaces that could then generate tenth contours showing how storm runoff acts during heavy rainfall.

Douglas County Sheriff’s EVOC Training Course is in the queue. Every three years the training facility alters/changes the course layout to keep things fresh. Staff assists by accurately laying out, via GPS and paint, to simplify the placement of traffic cones. This was a great help to the Academy in 2021. There is only a small window of time that this can be executed since the amount of activity this EVOC experiences is high.



## Office of Emergency Management (OEM)

- Protect your life, family, property and our community's most vulnerable as part of National Preparedness Month



*Pictured: Wildfire burning in the foothills near homes*

What would you do if you had to urgently leave your home due to flood or fire? Are you prepared to survive severe weather in your home or in your car? During [National Preparedness Month in September](#), formally recognized by Douglas County Commissioners at their Aug. 27 Business Meeting, we want to be sure everyone – including our most vulnerable populations – has the tools to prepare for an emergency.

Douglas County and our neighboring communities are regularly affected by events such as severe [winter weather](#), [wildfires](#) and [floods](#). A few simple steps and shared responsibility for readiness can make a big difference as we all work to be proactive. Your county is standing ready to support the community with:

- [Aerial firefighting support](#).
- [Practical advice and resources](#) for all residents.
- [Interactive tools](#) to [educate and inform homeowners](#) about wildfire risk and the importance of planning for emergencies.

It is important to have a plan and an emergency kit. Taking steps can create a more organized, calm and rapid response during a disaster. Learn more at [Ready.gov](#) and read the ([full story](#)).

- OEM staff completed 168 staffing hours of EOC support to the BMW Golf Tournament from 8/19 through 8/25. All went smoothly with the event, and no major incidents occurred.
- Douglas County Helitack attended the Castle Rock Touch-a-Truck event at the DC Fairgrounds. Helicopter 5TA is a perennial fan favorite of this event and provides an opportunity to educate citizens on the proactive efforts of Douglas County's wildfire response and mitigation programs.
- Douglas County Helitack responded to a large grass fire in Roxborough on 8/27. The grass fire burned about 35 acres on Denver Water property at the Foothills Water Treatment Facility, and H-5TA was instrumental in stopping the fire's forward progress.
- On 8/31, OEM staff hosted a wildfire evacuation drill in the Woodmoor Mountain community. This was the first time an evacuation drill had been implemented in this community, which is considered one of the county's highest wildfire-risk neighborhoods.
- September marks National Preparedness Month, the annual campaign to remind everyone that preparing for emergencies and disasters can keep them, their families, and their communities safe.
- OEM staff invite you to visit [ready.gov](#) for more tips on preparing yourselves and your loved ones for emergencies.

## Human Services

# 2024 Douglas County Youth Congress October 7th!

- Douglas County youth, 9-12 grade, meet elected officials and community leaders – ask them questions and let them hear from YOU!
- All topics up for discussion have been selected by YOUTH!
- OCT 7, 2024 / 9:30-3:30 / State Capitol
- Transportation will be offered from the Legacy Campus, [10035 S Peoria St, Lone Tree, CO 80134](#)
- Lunch and snacks included
- Receive 6 hours of community service; this is an excused absence
- Must have parent/guardian permission to attend
- Join us for this special event! Register today to secure your spot.



For more information, please email: [malston@douglas.co.us](mailto:malston@douglas.co.us)

Register: [Youth Congress Online Registration - Douglas County](#)

### A/D Works!

- The **Future U Workforce Innovation and Opportunity Act (WIOA) Young Adult Team** is partnering with **Project SEARCH**, the Division of Vocational Rehabilitation, and Douglas County High Schools Bridge program. [Project SEARCH](#) is a comprehensive internship program piloted in Ohio that has successfully expanded to several states. Jefferson County Workforce Center has been supporting this program at the Children’s Hospital location in Colorado for several years and supported the pilot of a new location at UC Health Highlands Ranch last year. With their support, [Future U](#) has picked up providing workforce center support for the Highlands Ranch location beginning this year. Project SEARCH is an innovative school-to-work transition program for high school students with significant disabilities. These participants gain hands-on experience in a variety of roles within the UC Health facility, and practice skills such as communication with coworkers, budgeting, completing repetitive tasks, and workplace safety. The youth team is supporting this initiative by case managing unpaid work experience and providing supportive services, such as hospital cafeteria food cards, work-related clothing, and transportation assistance.



The participants are fully immersed in their roles within the hospital system, gaining on-the-job training, skills development, and job coaching. Recognizing the gap between traditional classroom education and real-world job experience, this program equips participants with essential soft skills like communication, teamwork, and problem-solving. This initiative has empowered youth with disabilities to explore various industries, make informed career choices, and increase their employability. The FutureU [WIOA](#) Program is actively serving eight Douglas County Youth through this program and anticipates up to 10 students in future years as the program expands at the UC Health location.

- **Colorado Works Program Success Story:** After connecting to Arapahoe/Douglas Works! and the [Colorado Works Program](#), Misty gained full-time employment as a Patient Care Technician with DaVita. After working within the medical field for a few months, she realized she enjoyed working with dialysis patients and expressed an interest in pursuing her education/training even more. She wanted to learn more about phlebotomy and earn a phlebotomy certification, seeing as this would allow her to develop her skillset as well as benefit her in her career pathway to one day become a RN in Nephrology. Misty found a phlebotomy program through Arapahoe Community College. In order to leverage additional funding to cover the cost of this training, Misty was co-enrolled into the Colorado Works Subsidized Training and

Employment ([CW STEP](#)) Program, which will split the cost of the training with the Colorado Works Program. By receiving this assistance, Misty will be able to complete this training opportunity to continue to develop in her career, obtain a livable wage, and reach self-sustainability.

- **Upcoming Events**

- September is Workforce Development Month! Several [special events](#) are planned:
  - **September 12, 10a – 1p:** Community Partner Open House at the A/D Works! Career Center at ACC Sturm Campus. The event will offer the following:
    - Tours of the resource center and the Sturm campus
    - A presentation on A/D Works! services
    - Meet and greet for job seekers with program staff and businesses with business services
    - Networking opportunity
  - **September 21, 10a – 1p:** Community Resource Fair at East Community Center, Littleton
  - **September 25:** Arapahoe/Douglas Works! Programs Job Fair at CentrePoint

## Facilities, Fleet and Emergency Support Services

### Facilities (County-wide)

- **Elections:** Roof re-coat project – 100% completed (see photo)
- **Justice Center:**
  - Patrol Furniture Capital Project - 96% complete
  - Clerk of Courts Phase III, IV and V - 96% complete
  - Liebert BAS Upgrade – 50% complete
  - DA’s remodel – 55% complete (see photo)
- **Louviers:**
  - Entry points wood replacements – 15% complete
- **Miller:**
  - Variable Frequency Drive Project - 80% complete
- **Parks and Trails:**
  - 2<sup>nd</sup> Floor Training Room – 40% complete (see photo)



### Safety and Security/Emergency Support Services:

- Fire Drills continue throughout the County. Please check with your ERC on your designated evacuation point.
- Site ERC meetings started taking place the week of September 9<sup>th</sup>.
- We have installed a new JC Transfer Switch notification system.
- The JC elevator upgrade is 85% complete.



**Fleet**

• **Fleet Acquisitions:**

- 2022 Asset Replacements & ADDs (103 Assets)
  - Budgeted – 1 at upfitter, 65 received
  - Additional/Unbudgeted (33) – 2 at upfitter, 31 received
  - Risk Management Replacements – 1 at upfitter, 3 received
- 2023 Asset Replacements & ADDs (72 Assets)
  - Budgeted (61) – 9 at upfitter, 52 received
  - Additional/Unbudgeted (9) – 9 received
  - Risk Management Replacements (2) - 2 received
- 2024 Asset Replacements & ADDs (94 assets)
  - Budgeted (80) – 13 in process, 42 P.O.d; 10 at upfitter, 15 received
  - Additional/Unbudgeted (11) – 4 in process, 7 received
  - Risk Management Replacement (3) – 3 received

• **Recently Completed:**

- In Serviced units 2305 and 24040.
- Decommissioned units 0611, 08032, 10003 and 1660.
- Concrete curb and gutter installation for fleet pool vehicle parking. (see photo)

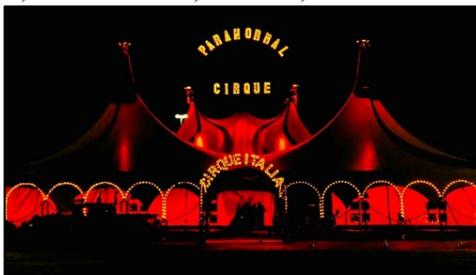


• **Working on:**

- Fuel site management software upgrade.
- 2024 Budget Acquisitions specs/quotes.
  - Two units remaining to be spec'd and P.O.'d.
  - 11 lease Renewals
- Auctioning surplus Open Space and Public Works operations assets.
- Trello, project management software implementation.
- 2025 fleet budget submittal adjustments.

**Douglas County Fairgrounds and James R. Sullivan Events Center**

- **Fairgrounds Events (past two weeks):** Paranormal Cirque, 4-H Cowboys Club, Plum Creek Kennel Club, Active Threat Training, Herrera Baby Shower, Family Reunion, Stop the Bleed, GOP Breakfast, Pikes Peak Rabbit Breeders, 4-H Buckle Series, DP Excel Team Banquet, Laborers Local Event, 4-H Dog Practice, Mile Hi Barrels, 4-H Cowboys Club, Plum Creek Kennel Club, All American Reptiles, Colorado BBQ Competition, Rebel Ratters, PE Plus, Mile Hi Barrels, Douglas County Dems



- **Fair & Rodeo:**
  - Livestock Sale Committee 9/4
  - Show Management Committee 9/4
  - Marketing Committee 9/9
  - Guest Services Committee 9/9
  - Executive Committee 9/19
  - Fair Board 9/26

**Commissioner Work Sessions – August 26, 2024**

- **Lobbyists Briefing – Executive Session – No Notes**
  
- **State of the County Planning Discussion** – Staff presented the proposed date and plans for the 2024 State of the County event in order to get feedback from the Board. The date of December 12, 2024 was agreed to at the Marriott Denver South.

**Commissioner Work Session – August 28, 2024**

- **JD-23 Facilities Update – Executive Session – No Notes**

**Planning Services Activity Report**

Completed Projects					
<u>Dist.</u>	<u>Date</u>	<u>Project Title</u>	<u>Project Description</u>	<u>Project Type</u>	<u>Project No.</u>
1	08/21/24	Meridian Office Park Filing 1, 18 <sup>th</sup> Amd, Block 8, Lot 2G-1, 3 <sup>rd</sup> Rev	Request for additional patio and retaining wall for existing church.	SIP Revision	SP2024-017
2	08/21/24	922 D Pawnee Trail, 7th Revision, 5 <sup>th</sup> Mod	Eligible Facilities Request. T-Mobile to replace antennas on existing cell site.	SIP Modification	SP2024-063
-	08/22/24	Monument Ridge East, Rezoning (RM12)	El Paso County - rezone 40.51 acres to the Residential Multi-Dwelling zoning district.	External Referral	RE2024-103
2	08/22/24	Burdick Subdivision, Lot 2	Request for "as built" SIP to rebuild an existing garage.	Site Imp Plan	SP2020-070
-	08/26/24	Development Standards and Regulations - Amendment	Adams County - amend the regulations for accessory commercial vehicle parking and storage.	External Referral	RE2024-108
2	08/26/24	Metzler Ranch Lot 2H Filing 3, 1st Amendment	Town of Castle Rock - new 2,824 sf convenience store & 12 fueling positions.	External Referral	RE2024-107
2	08/26/24	Terra Monte Annexation and Zoning	Town of Castle Rock - annexation into the Town's boundary & rezone the parcels for residential, open space and limited neighborhood commercial uses.	External Referral	RE2024-109
3	08/26/24	7801 Roxborough Park Rd	Request for a new dog training and boarding facility.	Use by Special Review	US2024-004
1	08/27/24	Meridian Office Park Filing 1, 14 <sup>th</sup> Amd, Block 1, Lot 4A, 7th Mod	Request for installation of security gates at existing facility.	SIP Modification	SP2024-065
2	08/27/24	389 N Castlewood Canyon Rd, 3 <sup>rd</sup> Rev	Request for outdoor additions and changes on church site.	SIP Revision	SP2024-003
-	08/29/24	Monument Ridge Metro Districts 1-4	Referral request from El Paso County for a future development with 305 dwelling units.	External Referral	RE2024-096
3	08/29/24	Highlands Ranch Filing 149, 4 <sup>th</sup> Amd, Lot 1C-2C-1, 4 <sup>th</sup> Mod	SIP Modification for the installation of a screened outdoor seating area.	SIP Modification	SP2024-068

**Referrals**

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
3	08/20/24	13059 N US Hwy 85, 3 <sup>rd</sup> Rev	Request to add additional facilities at existing vet clinic.	SIP Revision	SP2024-020
1	08/22/24	Tallman Gulch Metro District, 2 <sup>nd</sup> Amd	2nd Amendment to the Tallman Gulch Metro District Service Plan.	Material Modification	SV2024-003
3	08/22/24	Sterling Ranch Filing 6B	Revisions to Character Zone Designation Charts on recorded plat.	Administrative Replat	SB2024-046
3	08/22/24	Sterling Ranch Filing 6C	Revisions to Character Zone Designation Charts on recorded plat.	Administrative Replat	SB2024-047
1	08/27/24	Meridian Int'l Business Center Filing 6, 7 <sup>th</sup> Amd, Lot 2A-1A	Request for construction of warehouse facility.	Meridian Site Plan	SP2024-067
2	08/27/24	2044 N State Hwy 83	Reduce the street setback of 75' install 2 EV charging stations.	Administrative Variance	VA2024-003
2	08/27/24	2180 S Interstate 25, 5th Revision	Request to add a building for classrooms at an existing church.	SIP Revision	SP2024-058
1	08/28/24	9056 E Parker Rd, 10th Amendment	Outdoor learning area at existing church and private school.	Administrative Amendment	US2024-012
1	08/30/24	Forest Hills Filing 1, Block 2, Lot 5	Request for a personal wireless communications facility.	Site Imp Plan	SP2023-072

**Upcoming PC Hearings**

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
2	09/09/24	Oak Bluff Preliminary Plan	Request for 21 single family residential lots.	Preliminary Plan	SB2019-038
2	09/09/24	Sundown Preliminary Plan	Request for 17 single family residential lots.	Preliminary Plan	SB2019-046
3	09/09/24	River Canyon Filing 2, 4 <sup>th</sup> Amendment	Request for 8 single family lots. Request for continuance to September 23, 2024.	Minor Dev Residential	SB2024-019

**Upcoming BCC Land Use Hearings or Meetings**

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
2	09/10/24	Fee Waiver Request from the American Radio League (ARRL)	Fee waiver for the use of Rueter-Hess Reservoir to host the ARRL Field Days on June 21-23, 2024. Fee to be refunded if approved.	Fee Waiver	-
-	09/10/24	Public Contract for Services with ERO Resource Corp in the Amount of \$16,473	Contract between BCC & ERO Resource Corp for \$16,473 for an archaeological assessment of site 5DA.265.	Public Contract for Services	-
-	09/10/24	Public Contract for Services with ERO Resource Corporation in the Amount of \$259,992	Contract between the BCC & ERO Resource Corp for \$259,992 for data analysis, final reporting & tribal consultation for the DC Rockshelter Project.	Public Contract for Services	-
3	09/10/24	Construction Contract for Services with Empire Carpentry in the Amount of \$162,284	Contract between the BCC & Empire Carpentry in the amount of \$162,284 for continuing preservation activities on exterior of the Miksch-Helmer Cabin.	Construction Contract	-
2	09/10/24	Construction Contract for Services with Deep Roots Craftsman in the Amount of \$500,000	Contract between the BCC & Deep Roots Craftsman in the amount of \$500,000 for the stabilization of the Spring Valley Schoolhouse.	Construction Contract	-
-	09/10/24	2024 Homelessness Resolution Program Grant Application for	Request for authorization to apply for the 2024 HRP Notice of Funding Application in the amount of \$50,000 including a \$25,000	Grant Agreement	-

<u>Dist.</u>	<u>Date</u>	<u>Project Title</u>	<u>Project Description</u>	<u>Project Type</u>	<u>Project No.</u>
		\$50,000 & a Match of \$25,000	match for a project total of \$75,000 to provide homeless prevention services.		
3	09/10/24	Arrowhead Colorado Metropolitan District	Set the hearing date for Arrowhead Colorado Metro Dist New Service Plan	New Service Plan	SV2024-002
2	09/10/24	Pine Canyon Planned Development	PD rezoning to develop approximately 540 acres for residential and community use.	Rezoning - Planned Dev	ZR2020-010
3	09/10/24	Sterling Ranch Filing 5C, 1st Amendment	Request for development of 109 attached townhome lots.	Minor Dev Residential	SB2024-022
3	09/10/24	County Line Storage Planned Development.	Rezone from A1 & GI to PD for limited LI and recreational uses. Cont. to 9/23/24	Rezoning - Planned Dev	ZR2021-004
-	09/24/24	Multimodal Transportation and Mitigation Options Fund from CDOT in the amount of \$161,713	Multimodal Transportation & Mitigation Option Funds from Colorado Department of Transportation in the amount of \$161,713 to provide transportation services to Douglas County Residents.	Funding Agreement	-
2	09/24/24	Perry Park Filing No. 1, 14 <sup>th</sup> Amendment	Request to subdivide a residential lot into 3 lots.	Replat	SB2024-024
2	09/24/24	Piney Lake Trails Final Plat	Create 175 single-family residential lots and 245 acres of open space.	Final Plat	SB2022-048
2	09/24/24	Oak Bluff Preliminary Plan	Request for 21 single family residential lots.	Preliminary Plan	SB2019-038
2	09/24/24	Sundown Preliminary Plan	Request for 17 single family residential lots.	Preliminary Plan	SB2019-046
2	09/24/24	Pinery Planned Dev 31 <sup>st</sup> Major Amendment	Increase dwelling units in PA 63 for future development of up to 45 residential lots.	Planned Dev - Major Amd	ZR2023-002
3	09/24/24	Arrowhead Colorado Metropolitan District	New Service Plan for Arrowhead Colorado Metropolitan District.	New Service Plan	SV2024-002
3	09/24/24	County Line Storage Planned Development.	Rezone from A1 and GI to PD for limited LI and recreational uses. Cont. from 9/10/24	Rezoning - Planned Dev	ZR2021-004
3	09/24/24	River Canyon Filing 2, 4 <sup>th</sup> Amendment	Request for 8 single family residential lots.	Minor Dev Residential	SB2024-019
2	10/08/24	The Village at Bear Dance Exemption, 6 <sup>th</sup> Amendment	Amend exemption to modify an existing open space conservation easement protected tract & establish a separate tract (Tract 1-A2) for a fiber hut utility facility.	Exemption	EX2022-009
2	10/08/24	Canyons South Filing 5	182 single-family detached lots, 6 tracts & public roads on 306 acres within the PD.	Final Plat	SB2024-038
3	10/08/24	River Canyon Planned Development, 11 <sup>th</sup> Amendment	Amend the PD & rezone a portion of the golf course and open space to incorporate 4 lots into the community.	Planned Development - Major Amd	ZR2024-009

### Upcoming LLA Hearings

<u>Dist.</u>	<u>Date</u>	<u>License Type</u>	<u>Business Name &amp; Address</u>	<u>License No.</u>
3	10/01/24	Beer & Wine	Dave's Hot Chicken - 1601 Mayberry Dr Unit #104	LL2024-056

### Pre-submittals

<u>Dist.</u>	<u>Date</u>	<u>Project Title</u>	<u>Project Description</u>	<u>Project Type</u>	<u>Project No.</u>
1	08/21/24	6453 Scott Ave	Construction of a new alluvial well for the community.	Location and Extent	PS2024-173
1	08/21/24	Douglas County Ind'l Park Filing 1, Lot 5	Additional electrical equipment at data center and parking changes.	SIP Modification	PS2024-175
1	08/22/24	Inverness Filing 7 1 <sup>st</sup> Amendment Super Block A, Lot 1	Development of an apartment community with 325 units and a clubhouse.	SIP Revision	PS2024-134

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
1	08/23/24	13939 Ancestry Dr	PWSD to construction of a water storage tank with potential future expansion and a pump station.	Location and Extent	PS2024-165
2	08/27/24	11509 E Palmer Divide Ave	New wellness retreat center and hosting weekend events.	Use by Special Review	PS2024-172
1	08/28/24	6484 Stroh Rd	Outdoor arena lighting.	USR Amendment	PS2024-177
1	08/28/24	8700 Flintwood Rd	Establish a small kennel and dog training center.	Use by Special Review	PS2024-179
1	08/28/24	Peek Subdivision, Most Lot 1	Accessory building uses and expand the building envelope.	Administrative Replat	PS2024-178
2	08/28/24	4351 N US Highway 85	Construct the new Timber Mill Substation & decommission the existing adjacent one.	Location and Extent	PS2024-183
3	08/28/24	8177 Carder Ct	Construct a 44' x 80' multi floor building for office use and storage.	Site Imp Plan	PS2024-180
3	08/29/24	Chatfield Farms Filing 1-A, 2nd Amd, Lot 117D	New concrete patio seating area for outdoor dining.	SIP Modification	PS2024-184
3	08/29/24	Highlands Ranch Filing 141 10 <sup>th</sup> Amd, Lot 4C-1A	Add an ATM and after-hours depository.	SIP Modification	PS2024-186

### Streamline Pre-submittals

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
1	08/22/24	Parker Ridge Filing 3, Lot 9	Building envelope adjustment for existing pool house foundation.	Administrative Replat	PS2024-171
2	08/22/24	Trout Creek Ranch Filing 1, Lots 14 and 15	Lot Line Vacation between Lots 14 and 15 to create one larger lot.	Administrative Replat	PS2024-168
3	08/26/24	Chatfield East, Lot 32 & 6047 W Lakeside Ct	Rezoning and emergency access through Lot 32 to the 40-acre parcel.	Rezoning	PS2024-181

### New Applications

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
2	08/21/24	Canyons Filing 1, 5 <sup>th</sup> Amd, Block 1, Lot 1A, 1st Rev	City of Castle Pines – amend and update the site plan to remove the pickleball courts and replace them with a park space.	External Referral	RE2024-106
1	08/21/24	Inverness Subdivision Filing 9, Lot 3	Convert existing office building into a mixed-use complex for 53 apts & other commercial uses. Also request to waive certain provision of the CARA overlay zoning district.	Use by Special Review	US2024-011
1	08/21/24	Meridian Office Park Filing 1, 14 <sup>th</sup> Amd, Block 1, Lot 4A, 7 <sup>th</sup> Mod	Request for installation of security gates at existing facility.	SIP Modification	SP2024-065
3	08/21/24	Range Preliminary Plan	Request to subdivide 550 single-family residential lots.	Preliminary Plan	SB2024-048
2	08/21/24	Terra Monte Parcel 1	Town of Castle Rock PD of 32.3 acres with residential & open space uses & supporting neighborhood-scale commercial use.	External Referral	RE2024-111
3	08/21/24	Highlands Ranch Filing 149, 3rd Amd, Lot 1C-2A, 1st Mod	Request for exterior upgrades including paint, signage, and awnings to an existing restaurant.	SIP Modification	SP2024-066
3	08/22/24	Sterling Ranch Filing 6C	Revisions to Character Zone Designation Charts on recorded plat.	Administrative Replat	SB2024-047
3	08/22/24	Sterling Ranch Filing 6B	Revisions to Character Zone Designation Charts on recorded plat.	Administrative Replat	SB2024-046
1	08/26/24	9056 E Parker Rd, 10th Amendment	Outdoor learning area at existing church and private school.	Administrative Amendment	US2024-012

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
1	08/26/24	Meridian Int'l Business Center Filing 6, 7th Amd, Lot 2A-1A	Request for construction of warehouse facility.	Meridian Site Plan	SP2024-067
2	08/26/24	Bluffs At Castle Pointe, Tract 16	Existing deck encroaching into setbacks.	Administrative Variance	VA2024-004
2	08/26/24	Parker Pointe, Filing 1, 1st Amendment, Lot 3A	Town of Parker - 5,440 sf Mister Car Wash with tunnel & 18 self-service vacuum bays.	External Referral	RE2024-113
	08/27/24	Minor USB & Minor Variance	Elbert County - HAM Radio Tower.	External Referral	RE2024-115
1	08/27/24	Stonegate Filing 22, 8 <sup>th</sup> Amd Lots 53, 55, 56 & 60	Condo map review for Stonegate Commons Condominiums - Building 56.	Administrative Replat	SB2024-050
1	08/27/24	Part Lot 1 Salisbury Equestrian Park	Town of Parker - installation of new piping to deliver treated wastewater.	External Referral	RE2024-114
3	08/28/24	Highlands Ranch Filing 149, 4th Amd, Lot 1C-2C-1, 4th Mod	SIP Modification for the installation of a screened outdoor seating area.	SIP Modification	SP2024-068
2	08/29/24	Dawson Trails Filing 1	Third referral request from the Town of Castle Rock for a revised plat	External Referral	RE2024-112
1	08/30/24	Inverness Filing 7, 1st Amd, Lot 1, 1st Revision	Construction of a 325-unit apartment complex with a clubhouse and amenities.	SIP Revision	SP2024-069

### New Miscellaneous Jobs

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
2	08/27/24	5147 Mesa Dr, STR - Chugh	Short Term Rental Application - Primary Residence, 3 bedrooms, 6 occupants max.	MI	MI2024-027
3	09/04/24	Aqua Pura Day Spa	Transfer of Massage Facility License.	MI	MI2024-029

### New Sign Permits

<b>Dist.</b>	<b>Date</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Project Type</b>	<b>Project No.</b>
3	08/21/24	Highlands Ranch Filing 108E, 2nd Amd, Lot 6A	Anchor Health Properties - 9330 S University Blvd.	Sign Permit	SG2024-107
1	08/22/24	Meridian Office Park Filing 4, 7 <sup>th</sup> Amd, Lot 3D	Ugly Rice - 12501 E Lincoln Ave Unit #105.	Sign Permit	SG2024-108
3	08/22/24	Highlands Ranch Filing 141, 10 <sup>th</sup> Amd, Lot 4C-1A	Xfinity - 9315 Dorchester St Unit #G-104.	Sign Permit	SG2024-109 - 2024-111
3	08/27/24	Highlands Ranch Filing 148, 1st Amd, Lot 2A-3A	Onpoint Pediatrics - 9137 Ridgeline Blvd Bldg #2 Unit #130.	Sign Permit	SG2024-112
3	08/29/24	7801 Roxborough Park Rd, M/B Parcel	Waterton Canyon K9 Academy - 7801 Roxborough Park Rd.	Sign Permit	SG2024-113

### Special Event Liquor Permits

<b>Dist.</b>	<b>Date</b>	<b>Event Name</b>	<b>Permittee Name &amp; Event Address</b>	<b>Permit No.</b>
1	08/23/24	Bubbles and Benefactor	Colorado Christian Academy - 333 Inverness Dr South.	LL2024-059
2	08/26/24	Griffith Centers Gala	Griffith Centers, Inc. - 9663 E Palmer Divide Ave.	LL2024-060

### Engineering Services Local Improvement District Activities

<p><b>Spring Canyon LID (Group 2) CI 2023-019</b> - 74 lot owners who are interested in grading, water, and sanitary sewer infrastructure, storm sewer infrastructure, aggregate base course,</p>	<ul style="list-style-type: none"> <li>•May 12, 2023 – Lot Owners have ordered a Utility Study</li> <li>•August 8, 2023 - Initial scoping meeting held</li> <li>•October 30, 2023 – BCC Work Session</li> <li>•January 30, 2024 – PW Staff has completed review of financial feasibility March 4, 2024 - A work session took place, and the BCC has decided they will not contribute financially to the LIDs but will allow the LID projects to move to the petition phase for the residents.</li> </ul>
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<p>curb &amp; gutter, hot mix asphalt, and erosion control as the major construction items.</p>	<ul style="list-style-type: none"> <li>•April 29, 2024 – 74 Petitions were mailed to property owners to determine interest in continuing with the LID process.</li> <li>•June 3, 2024 - 54 of the 74 required petitions were returned.</li> <li>•July 9, 2024 – Regular Business Meeting to consider Preliminary Order Resolution to create LID and accept petitions.</li> <li>•August 27, 2024 – Public Hearing for Creation of LID and set TABOR Election question was approved by BOCC via Resolutions R-024-096 and R-024-097.</li> </ul> <p style="text-align: center;">Next: Election to be held on November 5, 2024.</p>
<p><b>2023 Bannock Drive LID</b> - 41 lot owners who in the Perry Park West region on Bannock Dr east of Cheyenne Dr, along Quivas Rd, and Delaware Dr southwest of Elati Rd. If approved, the LID project would consist of grading, water, and sanitary sewer infrastructure, storm sewer infrastructure, aggregate base course, curb &amp; gutter, hot mix asphalt, and erosion control as the major construction items.</p>	<ul style="list-style-type: none"> <li>•July 24, 2023 – Lot Owners have submitted a Utility Study</li> <li>•August 23, 2023 - Initial scoping meeting held</li> <li>•September 6, 2023 – Meeting with District to establish participation and financial contribution</li> <li>•October 8, 2023 – Utility Study completed</li> <li>•October 30, 2023 – BCC Work Session</li> <li>•January 30, 2024 – PW Staff has completed review of financial feasibility March 4, 2024 - A work session took place, and the BCC has decided they will not contribute financially to the LIDs but will allow the LID projects to move to the petition phase for the residents.</li> <li>•April 29, 2024 – 40 Petitions were mailed to property owners to determine interest in continuing with the LID process.</li> <li>•June 3, 2024 – 31 of the 40 required petitions were returned.</li> <li>•July 9, 2024 – Regular Business Meeting to consider Preliminary Order Resolution to create LID and accept petitions.</li> <li>•August 27, 2024 – Public Hearing for Creation of LID and set TABOR Election question was approved by BOCC via Resolution R-024-094 and R-024-095.</li> </ul> <p style="text-align: center;">Next: Election to be held on November 5, 2024.</p>
<p><b>Gore Drive and Independence Court LID</b> - 8 lot owners in Sageport Filing 4 interested in grading, water, and sanitary sewer infrastructure, storm sewer infrastructure, aggregate base course, curb &amp; gutter, hot mix asphalt, and erosion control as the major construction items.</p>	<ul style="list-style-type: none"> <li>•September 25, 2023 – Lot Owners have submitted a Utility Study</li> <li>•October 30, 2023 – BCC Work Session</li> <li>•October 31, 2023 – Initial scoping meeting held</li> <li>•January 30, 2024 – PW Staff has completed review of financial feasibility March 4, 2024 - A work session took place, and the BCC has decided they will not contribute financially to the LIDs but will allow the LID projects to move to the petition phase for the residents.</li> </ul>