BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING
TUESDAY, DECEMBER 16, 2025
AGENDA

Tuesday, December 16, 2025 **1:30 PM** **Hearing Room**

Invocation – Jason Van Divier

1:30 PM

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

c. Commissioners Disclosure for Items on This Agenda

2. Ceremonies/Proclamations

a. Recognition of Debbie Mills and the Douglas County Fair & Rodeo 2025 Awards.
Zach Burns

b. Recognition of Department of Open Space and Natural Resources Volunteer and COSAC Committee Member Brian O'Malley.

3. Consent Agenda

a. Approval of Vouchers December 16, 2025
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: Cover Page
12.16.25 BOCC

b. Contract for Ballot Printing & Mailing Services in the Amount of $916,000.00.
Codie Winslow, Chief Deputy Clerk & Recorder — *Clerk and Recorder*

Attachments: Cover Page
Douglas_County_Contract_RES_Print_Mail_2026_

c. Resolution Designating the Douglas County Holiday Schedule for 2026.
Laura Leary, Director — *Human Resources*

Attachments: Cover Page
2026 Holiday Schedule Agenda

d. Denver Regional Council of Government's Request for Additional Funds SFY26 Application for Older Adult Services and Assisted Transportation in the Amount of $40,866.00 with a County Contribution of $4,541.00 for a Project Total of $45,407.00.
Jennifer A. D'Ambrosio, Community Programs Coordinator — *Community Services*

Attachments: Cover Page
DRCOG Request for Additional Funds SFY26 Application Staff Report

e. 2026 Humane Society of the Pikes Peak Region Agreement for Animal Control Services in the Amount of $542,872.00.
Joel White, Division Chief — *Sheriff*

Attachments: Cover Page
2026 HSPPR Public Contract for Services_12022025

f. 2026 Intergovernmental Agreement for Law Enforcement and Animal Control Services Between the City of Castle Pines and the Board of County Commissioners of Douglas County on Behalf of the Douglas County Sheriff's Office in the Amount of $1,813,013.00.
Joel White, Division Chief — *Sheriff*

Attachments: Cover Page
2026 City of Castle Pines_12032025

g. The AXON Enterprises Master Services and Purchasing Agreement is Being Restructured to Include the AXON Records Management System (RMS) and DraftOne Report Writing. This Restructuring will also Introduce Guaranteed Pricing that Remains in Effect Until February 28, 2035 in an Amount of $30,526.965.56.
Taylor Davis, Division Chief Support Services

Attachments: Cover Page
Axon DCSO_final

h. Seventh Amendment to the Allied Universal Security Services Public Contract for Services for 2026 Justice Center and County Building Security in the Amount of $1,222,726.00
Philip Domenico, Division Chief — *Sheriff*

Attachments: Cover Page
Allied 7th Amendment_12022025

i. 2026 Second Amendment to Trinity Services Group for Inmate Food Services in an Amount Not to Exceed $872,200.00.
Philip Domenico, Division Chief — *Sheriff*

Attachments: Cover Page
2026 Second Amendment Trinity Services Group_12022025

j. Fourth Amendment - Wellpath, LLC for 2026 Inmate Medical Services Maximum Contract Liability in the Amount of $5,625,750.00.
Philip Domenico, Division Chief — *Sheriff*

Attachments: Cover Page
2026 Wellpath 4th Amendment_12022025

k. Harris Corrections Offender 360 Enhancements in the Amount of $100,000.00.
Mike Wise, Sr. Manager Application Services — *Information Technology*

Attachments: Cover Page
Harris Corrections SOSA 2025-03 100,000 11.26.2026_Final

l. 2026 Lease Payment to BVI, LLC for Leased Space at 410 S Wilcox in the Amount of $248,557.55.
Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services — *Facilities and Fleet & Emergency Support Services*

Attachments: Cover Page
Commercial Lease_410 S Wilcox St_April 2017
Termination_Lease_Agreement Unit 103_Final Signed

m. 2026 Lease Payment and Operating Expenses to DOC-11045 Lansing Circle MOB, LLC, C/O Health Peak OP, LLC for Leased Space at 11045 Lansing Circle, Englewood, CO 80112 in the Amount of $2,212,144.23.
Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services — *Facilities and Fleet & Emergency Support Services*

Attachments: Cover Page
Lansing Pont Lease Excuted

n. Intergovernmental Agreement with the City of Lone Tree for 2025-2026 Snow Removal.
Daniel Roberts, Assistant Director, Operations — *Public Works Operations*

Attachments: Cover Page
Douglas County Snow Removal Intergovernmental Agreement Signed Lone Tree

o. Acceptance of Permanent Slope and Drainage Easement and Temporary Construction Easement from the Estate of James A. Breeden and the Julie A. Breeden Trust Regarding Right-of-Way for the Hilltop Road Improvement Project, in the Combined Amount of $90,000.00; Project No. CI 2020-029.
Dirk Zender, Real Property Acquisition Specialist II — *Department of Public Works Engineering*

Attachments: Slope and Drainage Easement - Breeden Estate
Temporary Construction Easement - Breeden Estate

p. Grant of this Drainage Easement to Alexander Investors LLC, whose address is 1313 Evalena Road, Castle Rock, Colorado 80108. Town of Castle Rock project# CD25-0043
Al Peterson, Engineer IV — *Department of Public Works Engineering*

Attachments: Cover Page
DC - Drainage Easement - Alexander Investors - AP 12-16

q. 2026 Public Contract for Services for Keith Weis, Executive Director of Rocky Mountain High Intensity Drug Trafficking Area in the amount of $227,365.00.
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: Cover Page
K Weis 2026 contract

r. 2026 Public Contract for Services for Penny Sedam, Financial Manager of Rocky Mountain High Intensity Drug Trafficking Area in the Amount of $176,253.00.
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: Cover Page
FM 2026

s. 2026 Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Building Lease in the Amount of $169,052.57.
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: Cover Page
RMHIDTA lease 2022-11-4 FINAL

t. Resolution Approving the Draw in the Amount of $210,932.00 on Irrevocable Letter of Credit No. 109337-229, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 4 (DV2006-033) Warranty Performance Security.
Janet Peterson, Engineering Agreements Technician — *Department of Public Works Engineering*

Attachments: Cover Page
Correspondence - Tallman Gulch Filing 1, Phases 3 & 4
Resolution - Tallman Gulch Phase 4

u. Resolution Approving the Draw in the Amount of $290,388.39 on Irrevocable Letter of Credit No. 109337-307, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 3 (DV2006-033) Warranty Performance Security.
Janet Peterson, Engineering Agreements Technician — *Department of Public Works Engineering*

Attachments: Cover Page
Correspondence - Tallman Gulch Filing 1, Phases 3 & 4
Resolution - Tallman Gulch Phase 3 DV2006-033

4. Regular Agenda

a. Request to Approve an Amendment to the Public Agreement for Services with Developmental Pathways, Inc.
Maureen Waller, Special Projects Manager — *County Administration*

Attachments: Cover Page
Amendment to DP Agreement for housing 12.04.25

b. Request to Approve a Grant Agreement for The Aspen Effect's Youth Mental Health and Family Support Program.
Maureen Waller, Special Projects Manager — *County Administration*

Attachments: Cover Page
DC - Aspen Effect - Grant Agreement - December 2025

5. Citizen Comments / Organization Comments - If Time Allows

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

6. Commissioner Comments

7. Other Business

8. County Manager

No County Manager Report

9. Adjournment

The Next Business Meeting Will be Held on Tuesday, January 13, 2026 @ 1:30 p.m.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Zach Burns

DESCRIPTION: Recognition of Debbie Mills and the Douglas County Fair & Rodeo 2025 Awards.

SUMMARY: Enter Summary Here.

RECOMMENDED ACTION: Enter Recommendation Here.

MEETING DATE: December 9, 2025

DESCRIPTION: Recognition of Department of Open Space and Natural Resources Volunteer and COSAC Committee Member Brian O'Malley.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: Approval of Vouchers December 16, 2025

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

Vouchers	$	2,663,010.93
Electronic Funds Transfers	$	4,813.11
Handwritten Checks	$	3,551,620.22
Purchasing Card Charges	$	822,114.95
Election Judges	$	
TOTAL:	**$**	**7,041,559.21**

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

RECOMMENDED ACTION: Approval.

REVIEW:

Christie Guthrie	Approve	12/9/2025
Jeff Garcia	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
12.16.25 BOCC

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ATTACHMENTS:

12.16.25 BOCC

R55AP001 | DOUGLAS COUNTY GOVERNMENT | 12/9/2025
Payment Register Report | 8:41:46

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
112397	12/17/25	ACORN PETROLEUM INC	32826IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	1,796.92	FUEL FOR HIGHLANDS RANCH
			32616IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,445.62	FUEL FOR CRIME LAB
			32610IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	504.21	FUEL FOR SOUTHEAST FACILITY
			32827IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	3,208.74	FUEL FOR HIGHLANDS RANCH SUBSTATION
			32267IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	542.95	FUEL FOR EMERGENCY VEHICLE OPERATIONS CENTER
			30159IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	12,088.38	FUEL FOR CASTLE ROCK
			32614IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	3,529.56	FUEL FOR MILLER BUILDING FACILITY
			32613IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,205.98	FUEL FOR EVIDENCE BUILDING FACILITY
			32609IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,993.82	FUEL FOR HIGHLANDS RANCH SUBSTATION
			29795IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	15,654.12	FUEL FOR CASTLE ROCK
			32611IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,521.10	FUEL FOR CASTLE ROCK
			28268RDM	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	16,526.78	FUEL FOR CASTLE ROCK
								Total Payment	**64,018.18**	
112398	12/17/25	ADVANCED PROPERTY MAINTENANCE	42602	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	4,395.00	WASTE BAGS - MULTI LOCATIONS
			42603	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	390.00	GLENDALE CEMENT PAD CLEANING
			42537	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	705.00	REPAIRS
			42601	250	53500	OPEN SPACE	444700	Other Repair & Maint. Service	225.00	WASTE BAGS - SANDSTONE
								Total Payment	**5,715.00**	
112399	12/17/25	ADVOCATES FOR CHILDREN CASA	NOV2025	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	15,288.38	NOV 2025 JUVENILE SERVICES
112400	12/17/25	AMRIZE WEST CENTRAL INC	722050959	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	952.06	ASPHALT FOR PAVING
112401	12/17/25	AURORA MENTAL HEALTH & RECOVERY	8797	210	44500	CHILD WELFARE	443600	Other Professional Services	253.50	NOV 2025 GENERAL INTERPRETATION SERVICES
112402	12/17/25	AUTOMATED BUILDING SOLUTIONS INC	AB1014	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	485.00	SERVICE CONTRACT
112403	12/17/25	BACK 40 ACRES LLC	1894	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	11,135.85	LANDSCAPE REPAIRS
			1893	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	30,370.50	LANDSCAPE REPAIRS
								Total Payment	**41,506.35**	
112404	12/17/25	BENESCH	342943	230	800163	CHAMBERS EXT(LINCOLN -S.BRDWY)	473100	Roads, St., Drainage-Eng.	105,482.59	CONSTRUCTION MANAGEMENT - LINCOLN & CHAMBERS
112405	12/17/25	BOLTON & MENK INC	379944	200	800916	TRAFFIC SIG RPLMNT & MAJ MAINT	473100	Roads, St., Drainage-Eng.	12,437.50	CONSTRUCTION MANAGEMENT - HESS RD
112406	12/17/25	BRADLEY, JUSTIN	120325-120425	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	594.21	FENTANYL TASK FORCE MEETING, SALT LAKE CITY, UT
112407	12/17/25	BURNETT, CHRISTOPHER LEE	110125-110525	217	861462	CDC INFRASTRUCTURE OPHP	445300	Travel Expense	45.88	MILEAGE REIMBURSEMENT
112408	12/17/25	CALDWELL, KELLY	110625-112525	217	861456	MCH-MATERNAL & CHILD HEALTH	445300	Travel Expense	91.49	MILEAGE REIMBURSEMENT
112409	12/17/25	CASTELLANO, DEREK	HRM515LEGALANDHUMANRE	100	17100	HR ADMIN	446200	Tuition Reimbursement	1,150.00	TUITION REIMBURSEMENT
112410	12/17/25	CATHOLIC CHARITIES OF CENTRAL COLORADO	HRP02024026	100	802042	HOMELESS RESOLUTION PROG 2024	447500	OPS/HRP 2024	210.00	NOV 2025 SERVICES
112411	12/17/25	CCMSI	173193IN	620	19400	UI/WC/DISABILITY SELF-INS.	449700	Review Fees/Bonds	421.25	NOV 2025 WC ADMIN FEES
112412	12/17/25	CITY OF AURORA	NOV2025	100	100	GENERAL FUND	214514	Due to Aurora - MV License Fee	1,073.70	MV LICENSE FEES - NOV 2025
			NOV2025	100	100	GENERAL FUND	214515	Due to Aurora - Auto Use Tax	44,248.91	MV SALES TAX - NOV 2025
								Total Payment	**45,322.61**	

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
112413	12/17/25	CITY OF AURORA	CI000260	100	23200	EVIDENCE	465100	Contributions - Misc.	3,533.32	Q3 2025 UNIFIED FORENSIC LAB SHARED EXPENSES
			CI000260	100	23200	EVIDENCE	465100	Contributions - Misc.	1,489.70	Q3 2025 UNIFIED FORENSIC LAB SHARED EXPENSES
			CI000260	100	23200	EVIDENCE	465100	Contributions - Misc.	6,195.95	Q3 2025 UNIFIED FORENSIC LAB SHARED EXPENSES
								Total Payment	**11,218.97**	
112414	12/17/25	CITY OF CASTLE PINES	NOV2025	100	100	GENERAL FUND	214516	Due to Castle Pines MV License	3,688.03	MV LICENSE FEES - NOV 2025
			NOV2025	100	100	GENERAL FUND	214517	Due to Castle Pines Auto Use	186,601.54	MV SALES TAX - NOV 2025
								Total Payment	**190,289.57**	
112415	12/17/25	CITY OF LITTLETON	NOV2025	100	100	GENERAL FUND	214503	Due to Littleton-MV License	670.16	MV LICENSE FEES - NOV 2025
			NOV2025	100	100	GENERAL FUND	214506	Due to Littleton-Auto Use Tax	6,135.64	MV SALES TAX - NOV 2025
								Total Payment	**6,805.80**	
112416	12/17/25	CITY OF LONE TREE	NOV2025	100	100	GENERAL FUND	214504	Due to Lone Tree-MV License	3,259.94	MV LICENSE FEES - NOV 2025
112417	12/17/25	COLORADO CHILLER SERVICES	8293	100	19150	JUSTICE CENTER FACILITY MGMT	444700	Other Repair & Maint. Service	3,233.60	SERVICE CALL
112418	12/17/25	COLORADO DEPARTMENT OF HEALTH	NOV2025	100	100	GENERAL FUND	214406	Due to State-PH Marriage Licen	531.00	MARRIAGE LICENSE FEES - NOV 2025
112419	12/17/25	COLORADO DEPARTMENT OF HUMAN SERVICES	NOV2025	100	100	GENERAL FUND	214411	Due to State-HS Marriage Licen	3,540.00	MARRIAGE LICENSE FEES - NOV 2025
112420	12/17/25	COLORADO DEPARTMENT OF STATE	NOV2025	100	100	GENERAL FUND	214430	Due to State - eRecording	8,878.00	E-RECORDING FEES - NOV 2025
112421	12/17/25	COLORADO DOORWAYS INC	1025257	100	33190	OTHER GENERAL GOVT. BLDGS.	436600	Other Repair & Maint. Supplies	2,654.00	OPERATING SUPPLIES
112422	12/17/25	COMMUNICATION INFRASTRUCTURE GROUP LLC	25497	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	20,404.53	GENERAL PUBLIC INFORMATION SERVICES
			25568	200	800100	CONTRACTED MAJOR ROAD MAINT	443600	Other Professional Services	17,352.35	GENERAL PUBLIC INFORMATION SERVICES
								Total Payment	**37,756.88**	
112423	12/17/25	CORE ELECTRIC COOPERATIVE	24684000/120425	100	51100	PARK MAINTENANCE	450210	Electric	3,962.61	701 GILBERT ST
112424	12/17/25	CORE ELECTRIC COOPERATIVE	55251301/120425	100	51100	PARK MAINTENANCE	450210	Electric	33.96	8176 HILCREST WAY
112425	12/17/25	CORE ELECTRIC COOPERATIVE	83555100/120425	100	51100	PARK MAINTENANCE	450210	Electric	34.49	800 MAIN ST STE B
112426	12/17/25	CORE ELECTRIC COOPERATIVE	20718400/120425	100	51100	PARK MAINTENANCE	450210	Electric	55.47	6900 N PINERY PKWY
112427	12/17/25	CORE ELECTRIC COOPERATIVE	23795200/120425	100	51100	PARK MAINTENANCE	450210	Electric	91.24	7575 E PARK DR WLS
112428	12/17/25	CORE ELECTRIC COOPERATIVE	83507503/120425	100	51100	PARK MAINTENANCE	450210	Electric	95.67	800 MAIN ST
112429	12/17/25	CORE ELECTRIC COOPERATIVE	20546500/120425	100	51100	PARK MAINTENANCE	450210	Electric	1,936.22	9918 JORDAN RD
112430	12/17/25	CORE ELECTRIC COOPERATIVE	25299000/120425	100	51100	PARK MAINTENANCE	450210	Electric	595.74	4815 FOX SPARROW RD
112431	12/17/25	CORE ELECTRIC COOPERATIVE	23007700/120425	100	51100	PARK MAINTENANCE	450210	Electric	116.59	9981 JORDAN RD
112432	12/17/25	CORE ELECTRIC COOPERATIVE	23007800/120425	100	51100	PARK MAINTENANCE	450210	Electric	197.36	17299 LINCOLN AVE
112433	12/17/25	CORE ELECTRIC COOPERATIVE	21306400/120425	100	51100	PARK MAINTENANCE	450210	Electric	588.34	701 GILBERT ST #L
112434	12/17/25	CORE ELECTRIC COOPERATIVE	95587028/110425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	64.49	VEHICLE MESSAGE SIGN

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
112435	12/17/25	CORE ELECTRIC COOPERATIVE	23838700/111225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	93.68	THIRD ST LIGHT
112436	12/17/25	CORE ELECTRIC COOPERATIVE	23095300/111225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	39.71	BURNING TREE
112437	12/17/25	CORE ELECTRIC COOPERATIVE	26989800/111225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	41.99	SKY VIEW LN
112438	12/17/25	CORE ELECTRIC COOPERATIVE	26633300/111225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	85.60	BAYOU GULCH RD
112439	12/17/25	CORE ELECTRIC COOPERATIVE	95587028/120225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	61.38	VEHICLE MESSAGE SIGN
112440	12/17/25	CORE ELECTRIC COOPERATIVE	83021003/120325	200	31400	MAINTENANCE OF CONDITION	450210	Electric	270.03	SEDALIA SHOP
112441	12/17/25	DB CORRELL CONSULTING LLC	12012025	217	861618	E&E GAE FUNDING	443600	Other Professional Services	1,400.00	EARLY CHILDHOOD CONTRACTOR
			120125	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	90.00	EARLY CHILDHOOD CONTRACTOR
			120125	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	417.50	EARLY CHILDHOOD CONTRACTOR
			120120251	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	4,600.00	EARLY CHILDHOOD CONTRACTOR
								Total Payment	**6,507.50**	
112442	12/17/25	DEER CREEK FORESTRY LLC	30098	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	7,227.50	WILDFIRE MITIGATION PROGRAM
112443	12/17/25	DONAHUE, MARIELA	111025-112025	217	861457	IMMUNIZATION & VACCINATN CHILD	445300	Travel Expense	43.40	MILEAGE REIMBURSEMENT
112444	12/17/25	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	12770	210	44100	ADMINISTRATION BLOCK GRANT	443350	Security Services	6,936.00	NOV 2025 DHS SECURITY
112445	12/17/25	DOVE CREEK FORESTRY INC	146178	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	6,750.00	FIRE MITIGATION PROGRAM
			146175	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	8,000.00	FIRE MITIGATION PROGRAM
								Total Payment	**14,750.00**	
112446	12/17/25	DUNNAWAY, KELLY	111725	100	11200	COUNTY ATTORNEY	445300	Travel Expense	256.97	NATIONAL SHERIFFS' ASSOCIATION WINTER CONFERENCE, WASHINGTON, D.C.
112447	12/17/25	DYER-JONES, LARA	110125-112525	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	591.78	MILEAGE REIMBURSEMENT
112448	12/17/25	EAN SERVICES LLC	40585093	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	281.80	VEHICLE RENTAL
			40585093	295	861350	RMHIDTA TRAINING	445300	Travel Expense	200.40	VEHICLE RENTAL
			40585093	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	107.38	VEHICLE RENTAL
								Total Payment	**589.58**	
112449	12/17/25	EBY, JENNIFER	061225-112025	100	16400	COMMUNITY SERVICES	445200	Metro Area Meeting Expense	314.44	MILEAGE REIMBURSEMENT
112450	12/17/25	ELITE SURFACE INFRASTRUCTURE	CI2024022APP2	230	800438	HESS RD BRIDGE REPAIR	478200	Major Maint. of Assets	146,054.69	HESS RD BRIDGE
			CI2024022APP2RTNG	230	800438	HESS RD BRIDGE REPAIR	211810	Retainage Payable	(7,302.73)	HESS RD BRIDGE
								Total Payment	**138,751.96**	
112451	12/17/25	ERO RESOURCES CORPORATION	109533	350	800731	SPRING CANYON LID	443600	Other Professional Services	500.00	SPRING CANYON IMPROVEMENTS
			109617	250	807015	ROCKSHELTER HISTORIC	443600	Other Professional Services	4,782.25	ROCKSHELTER MONITORING
								Total Payment	**5,282.25**	
112452	12/17/25	FALCON INFRASTRUCTURE GROUP LLC	7	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	4,895.00	GREENLAND RD PROJECT
112453	12/17/25	FELSBURG, HOLT AND ULLEVIG	46536	200	800435	PINE DRIVE IMPROVEMENTS	473100	Roads, St., Drainage-Eng.	5,991.25	DESIGN SERVICES - PINE DR/PINE LN
112454	12/17/25	FLOCK SAFETY	INV78954	220	22500	IMPACT UNIT/LEA	444550	Software/Hardware Subscription	135,100.00	SAFETY CAMERAS
112455	12/17/25	FREESE AND NICHOLS INC	1394263	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	8,127.00	DRAINAGE ANALYSIS

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112456	12/17/25	GIGI DODSON WHALEN LLC	26	217	861615	CHILD CARE DEVELOPMENT BLOCK G	432100	Contract Work/Temporary Agency	4,000.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
112457	12/17/25	GRIFFIN, SIERRA	111425-112525	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	69.73	MILEAGE REIMBURSEMENT
112458	12/17/25	INCEED LLC	733725	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	1,680.00	TEMPORARY POSITION - IT
112459	12/17/25	INDERBITZEN, KIRK	100525-100825PERDIEM4	250	53500	OPEN SPACE	445300	Travel Expense	257.60	COLORADO OPEN SPACE ALLIANCE 2025 CONFERENCE, STEAMBOAT SPRINGS, CO
112460	12/17/25	JOHN ELWAY CHEVROLET	7429/113025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	29,827.90	FLEET PARTS
112461	12/17/25	JON P DICKEY LLC	25DC22	100	24100	BUILDING DEVELOPMENT SERVICES	443600	Other Professional Services	3,495.00	ROOFING SERVICES
112462	12/17/25	KATHERINE NESTER	110125-113025	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	1,109.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			111225	217	861618	E&E GAE FUNDING	443600	Other Professional Services	200.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			110325-112725	217	861624	EARLY CHILDHOOD COUNCIL PDG	443600	Other Professional Services	3,740.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			110125-113025/2	217	861615	CHILD CARE DEVELOPMENT BLOCK G	443600	Other Professional Services	2,611.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			111325	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	112.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			111325/2	217	46500	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	400.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	**8,172.00**	
112463	12/17/25	KERR, AVERY H	110525-112525	210	44500	CHILD WELFARE	445300	Travel Expense	141.05	MILEAGE REIMBURSEMENT
112464	12/17/25	LEE, MICHAEL	110525-112625	210	44500	CHILD WELFARE	455200	Direct Relief Payments	148.32	CLIENT VISITATION
			110525-112625	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	571.13	MILEAGE REIMBURSEMENT
								Total Payment	**719.45**	
112465	12/17/25	LIGHTING ACCESSORY & WARNING SYSTEMS	26532	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
112466	12/17/25	MAES, KIRA	101525-112625	210	44500	CHILD WELFARE	445300	Travel Expense	248.43	MILEAGE REIMBURSEMENT
			101525-112625	210	44500	CHILD WELFARE	445300	Travel Expense	105.84	MILEAGE REIMBURSEMENT
								Total Payment	**354.27**	
112467	12/17/25	MCLAUGHLIN COUNSELING	FLEX450	210	44500	CHILD WELFARE	443600	Other Professional Services	900.00	COUNSELING SERVICES
112468	12/17/25	OLSSON INC	559446	230	800834	TRAFFIC ENGINEERING STUDIES	443400	General Engineering Services	35,978.85	TRANSPORTATION PLAN
112469	12/17/25	PACIFIC OFFICE AUTOMATION INC	887284	100	21125	SUPPORT SERVICES	440300	Copier Charges	5,779.91	QUARTERLY COPIER CHARGES
			DCS1225KS6	100	21125	SUPPORT SERVICES	440300	Copier Charges	4,742.88	QUARTERLY LEASE PAYMENT
								Total Payment	**10,522.79**	
112470	12/17/25	PAWS 4 PRODUCTIVITY LLC	357	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	500.00	WELLNESS VISIT
			340	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	500.00	WELLNESS VISIT
								Total Payment	**1,000.00**	
112471	12/17/25	PDM STEEL COLORADO SPRINGS	61116701	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	112.40	FLEET PARTS
			61112401	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	2,427.52	FLEET PARTS
			60959401	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	1,108.18	FLEET PARTS
								Total Payment	**3,648.10**	
112472	12/17/25	PETERSEN, JANEE K	100525-100825PERDIEM	250	53500	OPEN SPACE	445300	Travel Expense	230.00	COLORADO OPEN SPACE ALLIANCE 2025 CONFERENCE, STEAMBOAT SPRINGS, CO
112473	12/17/25	PETERSON, AUDRA	111725-112025	295	861350	RMHIDTA TRAINING	445300	Travel Expense	535.57	TRAINING CLASS, SALT LAKE CITY, UT

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112474	12/17/25	POLYGLOT INTERPRETATIONS LLC	1921	210	44500	CHILD WELFARE	443600	Other Professional Services	265.00	INTERPRETATION SERVICES
112475	12/17/25	POSTMORTEM PATHOLOGY SERVICES INC	2511DOU	100	23100	CORONER	443100	Medical, Dental & Vet Services	29,065.00	NOV 2025 AUTOPSIES
112476	12/17/25	RESPEC CONSULTING & SERVICES	INV10251098	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	1,162.50	PINERY PONDS DRAINAGE ANALYSIS
			INV10251097	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	7,615.50	STORM SEWER PROGRAM
			INV10251035	200	800503	EMERGENCY STORM DRAINAGE	473100	Roads, St., Drainage-Eng.	9,441.25	PETERSON RD DRAINAGE IMPROVEMENTS
								Total Payment	**18,219.25**	
112477	12/17/25	ROCKSOL CONSULTING GROUP INC	519987	230	800425	DAKAN RD OVER W PLUM CK BR	473100	Roads, St., Drainage-Eng.	11,156.43	DESIGN SERVICES - DAKAN RD BRIDGE
112478	12/17/25	SCHEUBER & DARDEN ARCHITECTS	EVANSGANDY3	250	53600	HISTORIC RESOURCES	443600	Other Professional Services	6,500.00	EVANS GANDY
			24020201	250	807016	MIKSCH HELMER CABIN HISTORIC	443600	Other Professional Services	10,000.00	MIKSCH HELMER CABIN
								Total Payment	**16,500.00**	
112479	12/17/25	SCOLLARD, ASHLEY L	111325-112025	217	861457	IMMUNIZATION & VACCINATN CHILD	445300	Travel Expense	84.45	MILEAGE REIMBURSEMENT
112480	12/17/25	SEIBOLD, ABIGAYLE	110525-112625	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	159.39	MILEAGE REIMBURSEMENT
112481	12/17/25	SILL-TERHAR MOTORS INC	71321	245	47100	RUETER-HESS REC OPS & MAINT	474300	Cars, Vans, Pickups	56,120.00	2025 FORD F150
112482	12/17/25	STRONG CONTRACTORS INC	DC41	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444700	Other Repair & Maint. Service	520.00	SERVICE CALL
			DC42	100	19100	FACILITIES ADMINISTRATION	444700	Other Repair & Maint. Service	1,002.50	JUSTICE CENTER ROOF REPAIRS
			DC43	100	19150	JUSTICE CENTER FACILITY MGMT	444700	Other Repair & Maint. Service	655.00	JUSTICE CENTER ROOF REPAIRS
								Total Payment	**2,177.50**	
112483	12/17/25	SUMMIT PATHOLOGY	251202AU1003	100	23100	CORONER	443560	Forensic Testing	245.40	HISTOLOGY
112484	12/17/25	TESSA	DC002-111425	296	861572	AMERICAN RESCUE PLAN ACT	443600	Other Professional Services	2,618.32	COMMUNITY SHELTER
			DC002	100	16400	COMMUNITY SERVICES	443600	Other Professional Services	25,541.94	COMMUNITY SHELTER
								Total Payment	**28,160.26**	
112485	12/17/25	TOWN OF CASTLE ROCK	NOV2025	100	100	GENERAL FUND	214501	Due to Castle Rock-MV License	18,270.66	MV LICENSE FEES - NOV 2025
			NOV2025	100	100	GENERAL FUND	214502	Due to Castle Rock-Auto U-Tax	654,992.74	MV SALES TAX - NOV 2025
								Total Payment	**673,263.40**	
112486	12/17/25	TOWN OF LARKSPUR	NOV2025	100	100	GENERAL FUND	214512	Due to Larkspur-MV License	68.81	MV LICENSE FEES - NOV 2025
112487	12/17/25	TOWN OF PARKER	1005578	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	473800	Traffic Signals - Construction	3,840.00	TRAFFIC SIGNAL MAINTENANCE
			NOV2025	100	100	GENERAL FUND	214513	Due to Parker - MV License	13,744.74	MV LICENSE FEES - NOV 2025
			NOV2025	100	100	GENERAL FUND	214505	Due to Parker - Auto Use Tax	374,831.64	MV SALES TAX - NOV 2025
								Total Payment	**392,416.38**	
112488	12/17/25	TRANS AERO LLC	3659	100	19275	COUNTY EMERGENCY PREPAREDNESS	443600	Other Professional Services	105,819.20	HELICOPTER SERVICES
112489	12/17/25	TRANSWEST TRUCK TRAILER RV	25721/113025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	11,388.97	FLEET PARTS
			25721/113025	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	2,520.07	FLEET SUPPLIES
								Total Payment	**13,909.04**	
112490	12/17/25	TWISTED TIMBER	35	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,250.00	WILDFIRE MITIGATION PROGRAM
			37	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,250.00	WILDFIRE MITIGATION PROGRAM
			39	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,600.00	WILDFIRE MITIGATION PROGRAM
			43	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,250.00	WILDFIRE MITIGATION PROGRAM
			42	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,750.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**9,100.00**	

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112491	12/17/25	UNCC - UTILITY NOTIFICATION CENTER OF COLORADO	225110461	100	30200	ENGINEERING	443600	Other Professional Services	1,919.86	NOV 2025 UTILITY NOTIFICATION SERVICES
112492	12/17/25	UNION PACIFIC RAILROAD COMPANY	90152538	230	800302	US85 CORRIDOR IMPROVEMENTS	467400	State-CDOT	4,392.45	US 85 REVIEW
112493	12/17/25	UNITED STATES POSTAL SERVICE	120225/EPS	100	12500	ELECTIONS AND REGISTRATION	439200	Postage & Delivery Svc.	20,000.00	POSTAGE
112494	12/17/25	VERTEX INC	150891	100	100	GENERAL FUND	151100	Prepaid Exp.-General	17,585.00	PAYROLL SOFTWARE SUBSCRIPTION
112495	12/17/25	WEIS, KEITH	120325-120425	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	571.53	FENTANYL TASK FORCE MEETING, SALT LAKE CITY, UT
112496	12/17/25	WESTERN PAPER DISTRIBUTORS	5330457	100	19150	JUSTICE CENTER FACILITY MGMT	433900	Janitorial Supplies	1,436.52	JANITORIAL SUPPLIES
			5330341	100	19150	JUSTICE CENTER FACILITY MGMT	433900	Janitorial Supplies	2,078.33	JANITORIAL SUPPLIES
								Total Payment	**3,514.85**	
112497	12/17/25	WESTON, GARY L	110125-112525	296	861577	ARPA-REVENUE REPLACEMENT	443600	OPS/Veterans MH	975.00	NOV 2025 VSO STIPEND
112498	12/17/25	WYLES, NICHOLAS	SOFTWARE DEFINED NETWORKI	100	17100	HR ADMIN	446200	Tuition Reimbursement	2,500.00	TUITION REIMBURSEMENT
112499	12/17/25	Y2K ENGINEERING LLC	3683	200	800916	TRAFFIC SIG RPLMNT & MAJ MAINT	473800	Traffic Signals - Construction	28,092.93	TOWN CENTER DR & SSG CHRIS FALKEL DR TRAFFIC SIGNAL IMPROVEMENTS
530959	12/16/25	A BETTER HAULING COMPANY	3007	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	7,500.00	WILDFIRE MITIGATION PROGRAM
530960	12/16/25	AL-BAAJ, SIRAAJ E	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,346.81	REGISTRATION REFUND
530961	12/16/25	AT&T MOBILITY	594759	100	21200	INVESTIGATIONS	443600	Other Professional Services	170.00	TOWER DUMP
530962	12/16/25	BAILEY TREE LLC	52432	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,000.00	WILDFIRE MITIGATION PROGRAM
530963	12/16/25	BECKER'S SCHOOL SUPPLIES	2099378IN	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	157.59	EARLY CHILDHOOD COUNCIL CONTRACTOR
			2099184IN	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	93.41	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	**251.00**	
530964	12/16/25	BROOKS, MATTHEW	110525	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
530965	12/16/25	CANOPY TREE SERVICE INC	2339	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	7,025.00	WILDFIRE MITIGATION PROGRAM
530966	12/16/25	CENTURY LINK	333812324/110125	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	24,717.29	NOV 2025 MILLER CIRCUITS
530967	12/16/25	COLORADO DEFENSE LAWYERS ASSOCIATION	112025	100	100	GENERAL FUND	151100	Prepaid Exp.-General	660.00	MEMBERSHIP RENEWAL
530968	12/16/25	COLORADO EARLY CHILDHOOD CONSULTING, LLC	1198	217	861625	EARLY CHILDHOOD COUNCIL ARP	443600	Other Professional Services	292.50	EARLY CHILDHOOD COUNCIL CONTRACTOR
			1197	217	861627	EARLY CHILDHOOD COUNCIL CRRSA	443600	Other Professional Services	90.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
			1199	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	700.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	**1,082.50**	
530969	12/16/25	COLORADO GOLF CLUB	120525	100	24100	BUILDING DEVELOPMENT SERVICES	322500	Building Permits	727.13	BUILDING PERMIT REFUND
530970	12/16/25	COLORADO MASTICATION LLC	101525	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,950.00	WILDFIRE MITIGATION PROGRAM
			110525/ALBRIGHT	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,450.00	WILDFIRE MITIGATION PROGRAM
			110525	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,600.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**11,000.00**	

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530971	12/16/25	COSTANTINO, ROSEANNE	092225	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	33.00	VITAL RECORDS REFUND
530972	12/16/25	COVA TREE	27560	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,725.00	WILDFIRE MITIGATION PROGRAM
			27250	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,000.00	WILDFIRE MITIGATION PROGRAM
			27248	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,750.00	WILDFIRE MITIGATION PROGRAM
			26106	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,475.00	WILDFIRE MITIGATION PROGRAM
			25591	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,800.00	WILDFIRE MITIGATION PROGRAM
			27468	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,950.00	WILDFIRE MITIGATION PROGRAM
			25412	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	13,300.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**25,000.00**	
530973	12/16/25	DALLE GRAVE, CRISTINA M	10013	100	23100	CORONER	443100	Medical, Dental & Vet Services	900.00	FORENSIC ODONTOLOGY SERVICES
530974	12/16/25	DERTZ, DAN	100525-100825PERDIEM5	250	53500	OPEN SPACE	445300	Travel Expense	257.60	COLORADO OPEN SPACE ALLIANCE 2025 CONFERENCE, STEAMBOAT SPRINGS, CO
530975	12/16/25	DISALVO, LISA	2207249	100	60100	NATURAL RESOURCES	443600	Other Professional Services	45.00	SOIL TESTING
530976	12/16/25	DISCOUNT SCHOOL SUPPLY	10489450101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	171.67	EARLY CHILDHOOD COUNCIL CONTRACTOR
530977	12/16/25	DOUGLAS COUNTY SHERIFFS OFFICE	12752	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	2,136.00	SECURITY SERVICES
530978	12/16/25	E&G TERMINAL INC	120711/113025	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	1,371.31	FLEET PARTS
			120711/113025	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	4,351.09	FLEET SUPPLIES
			120711/113025	100	19910	FLEET MAINTENANCE	436400	Consumable Tools	99.99	FLEET TOOLS
								Total Payment	**5,822.39**	
530979	12/16/25	ECONOMIC DEVELOPMENT COUNCIL OF COLORADO	2403	100	16200	PLANNING & ZONING SERVICES	446100	Conference,Seminar, Train Fees	90.00	STATE DEMOGRAPHY SUMMIT REGISTRATION
530980	12/16/25	GIANNETTA, MICHAEL A	103025	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
530981	12/16/25	GOURLAOUEN, NEREA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	47.31	REGISTRATION REFUND
530982	12/16/25	HBS	FR6027730	250	807011	SANDSTONE RANCH	450240	Waste Disposal Services	281.72	WASTE DISPOSAL SERVICES
530983	12/16/25	HIREUAVPRO.COM LLC	DOUGLA0006	100	51100	PARK MAINTENANCE	447570	Community Outreach	29,000.00	DRONE LIGHT SHOW DEPOSIT
530984	12/16/25	IMAGEFIRST	267467424	100	23100	CORONER	443600	Other Professional Services	63.73	LAUNDRY SERVICE
530985	12/16/25	IRON BEAR TRAILER	INV68292	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	1,350.56	FLEET PARTS
530986	12/16/25	J WITT CONSULTING INC	111625/ALBRECHT	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,000.00	WILDFIRE MITIGATION PROGRAM
			111625/WHITE	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	3,000.00	WILDFIRE MITIGATION PROGRAM
			110225/LOPUCH	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,500.00	WILDFIRE MITIGATION PROGRAM
			111625/HOLMES	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,500.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**9,000.00**	
530987	12/16/25	JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES	120325	210	44500	CHILD WELFARE	443600	Other Professional Services	3,054.26	HOME STUDY SERVICES
530988	12/16/25	JOHNSON CONTROLS INC	53588462	100	19100	FACILITIES ADMINISTRATION	444700	Other Repair & Maint. Service	1,118.31	SERVICE CALL
530989	12/16/25	KAPLAN EARLY LEARNING COMPANY	ORD9764413	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	179.90	EARLY CHILDHOOD COUNCIL CONTRACTOR
			ORD9756367	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	451.23	EARLY CHILDHOOD COUNCIL CONTRACTOR
			ORD9759715	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	271.96	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	**903.09**	

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530990	12/16/25	KIEWIT INFRASTRUCTURE COMPANY	9100927706	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	822.18	ASPHALT FOR PAVING
			9100923660	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	4,453.83	ASPHALT FOR PAVING
								Total Payment	**5,276.01**	
530991	12/16/25	KING TREE SERVICE LLC	15071	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,000.00	WILDFIRE MITIGATION PROGRAM
530992	12/16/25	KORTE, BRENDON M	110725	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
530993	12/16/25	LAKESHORE LEARNING MATERIALS LLC	92545450	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	27.89	EARLY CHILDHOOD COUNCIL CONTRACTOR
			92415643	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	167.34	EARLY CHILDHOOD COUNCIL CONTRACTOR
			92406101	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	55.79	EARLY CHILDHOOD COUNCIL CONTRACTOR
			92444917	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	1,158.39	EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	**1,409.41**	
530994	12/16/25	MATT'S MAINTENANCE TREE SERVICE	9770	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	7,500.00	WILDFIRE MITIGATION PROGRAM
530995	12/16/25	MERCIER, DAHLIA R	103025	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	72.00	VITAL RECORDS REFUND
530996	12/16/25	MINES-BRUCE, ERICA	110625-112025	100	12400	MOTOR VEHICLE	445300	Travel Expense	36.12	MILEAGE REIMBURSEMENT
530997	12/16/25	MP SERVICES LIMITED	2369	250	861601	LINCOLN MOUNTAIN	444700	Other Repair & Maint. Service	645.00	FURNACE REPAIR
530998	12/16/25	N & D TREE	470I	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,200.00	WILDFIRE MITIGATION PROGRAM
			489I	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,400.00	WILDFIRE MITIGATION PROGRAM
			456I	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	7,500.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**18,100.00**	
530999	12/16/25	PONDEROSA PROPERTY MAINTENANCE	2116	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	5,900.00	WILDFIRE MITIGATION PROGRAM
531000	12/16/25	POPO, CHRISTINA	102525	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
531001	12/16/25	RICHARD, RAVI D & JHARNA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	544.85	REGISTRATION REFUND
531002	12/16/25	ROADSAFE TRAFFIC SYSTEMS	RC480194	200	800100	CONTRACTED MAJOR ROAD MAINT	444700	Other Repair & Maint. Service	16,012.50	TRAFFIC SIGNAL RENTAL
531003	12/16/25	SACKS, CASEY K	103125	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
531004	12/16/25	SANDERSON, JACKIE	100525-100825PERDIEM3	250	53500	OPEN SPACE	445300	Travel Expense	230.00	COLORADO OPEN SPACE ALLIANCE 2025 CONFERENCE, STEAMBOAT SPRINGS, CO
531005	12/16/25	SCHOOLEY, CHAD M & ALLISON A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	266.50	REGISTRATION REFUND
531006	12/16/25	T-MOBILE USA INC	L2511280470	100	21200	INVESTIGATIONS	443600	Other Professional Services	250.00	TOWER DUMP
			L2511280231	100	21200	INVESTIGATIONS	443600	Other Professional Services	300.00	TOWER DUMP
								Total Payment	**550.00**	
531007	12/16/25	TOUGH TREES	2720	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,650.00	WILDFIRE MITIGATION PROGRAM
531008	12/16/25	TREE BEAVERS	1157	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,500.00	WILDFIRE MITIGATION PROGRAM
			1159	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	375.00	WILDFIRE MITIGATION PROGRAM
			1160	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	1,000.00	WILDFIRE MITIGATION PROGRAM
			1152	100	890107	HB24-1430 FRWRM PROGRAM	447500	Other Purchased Services	2,500.00	WILDFIRE MITIGATION PROGRAM
								Total Payment	**6,375.00**	
531009	12/16/25	UMB BANK	COM101410/113025	220	822150	FALSE ALARM REDUCTION PROGRAM	443550	Banking Service Fees	462.77	NOV 2025 LOCKBOX FEES

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
531010	12/16/25	WEAVER, SHERITA J	110525	217	46100	DC HEALTH DEPT ADMIN	345100	Vital Record Fees	20.00	VITAL RECORDS REFUND
531011	12/16/25	WILLIAMS, LINDSAY	100525-100825PERDIEM2	250	53500	OPEN SPACE	445300	Travel Expense	257.60	COLORADO OPEN SPACE ALLIANCE 2025 CONFERENCE, STEAMBOAT SPRINGS, CO
531012	12/16/25	WITTNER, MATTHEW E	1	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	215.00	CLANDESTINE LABORATORY TRAINING CLASS, EL PASO COUNTY, CO
531013	12/16/25	WIZ-QUIZ DRUG SCREENING SERVICE	694118	210	44500	CHILD WELFARE	443115	Drug Testing	130.00	DRUG TESTING
531014	12/16/25	MYERS, DERRIK	DV2025013	200	200	ROAD AND BRIDGE	221630	Escrow Payable	5,000.00	ESCROW RELEASE
531015	12/16/25	WOOD-TROMBLEY, MEEGAN	101425-110325	100	21100	SHERIFF ADMINISTRATION	446450	Conference Hosting Expenses	111.21	PETTY CASH REPLENISHMENT
531016	12/16/25	GERDES, PENELOPE D	112125	100	14100	ASSESSOR ADMINISTRATION	439200	Postage & Delivery Svc.	4.44	PETTY CASH REPLENISHMENT
531017	12/16/25	ROXBOROUGH WATER & SANITATION DISTRICT	7129571/113025	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	1,968.75	BULK WATER
								Grand Total:	**2,663,010.93**	

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DOUGLAS COUNTY GOVERNMENT
Payment Register Report

12/3/2025
15:04:06

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
200889	12/04/25	LAND TITLE GUARANTEE COMPANY LLC	70883185	250	850844	TREASURER	471200	LAND	4,813.11	ZEBULON PARK PROJECT CLOSING COSTS
								Grand Total:	**4,813.11**	

HANDWRITES

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
112381	12/04/25	BOND, KEVIN	120325-120725PERDIEM	200	31600	ENG - TRAFFIC SIGNS/STRIPING	445300	Travel Expense	256.00	HOG DAY RODEO, STUART, FL
112383	12/09/25	BARRETT, CODY	082924	620	19400	UI/WC/DISABILITY SELF-INS.	458400	Workers Compensation Claims	4,390.00	INSURANCE CLAIM
112384	12/09/25	CCMSI	172621IN	620	19400	UI/WC/DISABILITY SELF-INS.	449700	Review Fees/Bonds	421.25	OCT 2025 WC ADMIN FEES
112385	12/09/25	COLORADO DEPARTMENT OF REVENUE	NOV 2025	100	100	GENERAL FUND	214414	Due to State - MV	3,467,407.80	DUE TO STATE-MV-NOV 2025
112386	12/09/25	COLORADO DEPARTMENT OF REVENUE	NOV2025/DL	100	100	GENERAL FUND	214518	Due to State -Drivers License	22,074.30	DRIVERS LICENSE - NOV 2025
112387	12/09/25	LOUVIERS WATER & SANITATION DISTRICT	1470062001/111825	100	51100	PARK MAINTENANCE	450230	Water & Sewer	4,615.98	DUPONT PARK
			1470014001/111825	100	51100	PARK MAINTENANCE	450230	Water & Sewer	451.82	TRIANGLE PARK
								Total Payment	**5,067.80**	
112388	12/09/25	NATIONAL ELECTRICAL CONSTRUCTION INC	202501L	100	51125	PARK MAINTENANCE-Cash in Lieu	443600	Other Professional Services	1,822.00	ELECTRICAL SERVICES
112389	12/09/25	ROMBERGER, ZACHARY	090925-091225PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	287.10	COLORADO DRUG INVESTIGATORS ASSOCIATION, VAIL, CO
112390	12/09/25	TOWN OF LARKSPUR	20251211	100	11400	COUNTY MANAGER	445200	Metro Area Meeting Expense	5,096.95	ELECTED OFFICIALS RECEPTION
112394	12/31/25	SEDAM, PENNY	120125-123125	295	861300	RMHIDTA MGMT & COORDINATION	443600	Other Professional Services	13,972.37	DEC 2025 COMPENSATION
112395	12/31/25	WEIS, KEITH	120125-123125	295	861300	RMHIDTA MGMT & COORDINATION	443600	Other Professional Services	17,756.12	DEC 2025 COMPENSATION
			DEC 2025	295	861300	RMHIDTA MGMT & COORDINATION	445100	Employee Auto Allowance	750.00	DEC 2025 AUTO
								Total Payment	**18,506.12**	
112396	12/09/25	TOWN OF LARKSPUR	2Q3Q25BUREFUND	230	53100	OPEN SPACE ADMINISTRATION (8%)	313300	Use Tax-Building	1,370.61	Q2/Q3 2025 BUILDING USE TAX REFUND
			2Q3Q25BUREFUND	230	31305	FUND ADMIN.-ROAD S/U TAX	313300	Use Tax-Building	806.24	Q2/Q3 2025 BUILDING USE TAX REFUND
			2Q3Q25BUREFUND	230	36100	TRANSPORTATION INFRASTRUCTURE	313300	Use Tax-Building	1,451.23	Q2/Q3 2025 BUILDING USE TAX REFUND
			2Q3Q25BUREFUND	230	33210	RA CHRISTENSEN JUSTICE CENTER	313300	Use Tax-Building	2,015.60	Q2/Q3 2025 BUILDING USE TAX REFUND
								Total Payment	**5,643.68**	
530913	12/02/25	WRIGHT, JAMES L	77888	100	41300	SENIOR COUNCIL	447500	Other Purchased Services	125.00	SENIORS' COUNCIL HOLIDAY PARTY
530914	12/02/25	ROBLES-LYNN, ROBERT WAYNE	120325-120725PERDIEM	200	31600	ENG - TRAFFIC SIGNS/STRIPING	445300	Travel Expense	256.00	HOG DAY RODEO, STUART, FL
530944	12/08/25	BOSNER, DAVID L	091425-091625PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	217.50	COLORADO DISTRICT ATTORNEYS COUNCIL, BRECKENRIDGE, CO
530945	12/08/25	BRYANT, JOLENE D	091425-091625PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	114.43	COLORADO DISTRICT ATTORNEYS COUNCIL, BRECKENRIDGE, CO
530946	12/08/25	EVANS, GARY M	091425-091625PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	124.38	COLORADO DISTRICT ATTORNEYS COUNCIL, BRECKENRIDGE, CO
530947	12/08/25	KOFOL, DARCY H	091425-091625PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	217.50	COLORADO DISTRICT ATTORNEYS COUNCIL, BRECKENRIDGE, CO
530948	12/08/25	LEWIS, ADAM C	090925-091225PERDIEM	223	28001	DA 23RD - DISTRICT MO ALLOC	445300	Travel Expense	287.10	COLORADO DRUG INVESTIGATORS ASSOCIATION, VAIL, CO
530949	12/08/25	STONEGATE VILLAGE METROPOLITAN DISTRICT	7816/113025	100	51100	PARK MAINTENANCE	450230	Water & Sewer	233.76	CHALLENGER PARK - RECREATION CENTER IRRIGATION
			5053/113025	100	51100	PARK MAINTENANCE	450230	Water & Sewer	1,296.64	CHALLENGER PARK - SOFTBALL FIELD IRRIGATION

								Total Payment	**1,530.40**	
530950	12/08/25	XCEL ENERGY	5320791280/112525	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,184.66	9717 FAIRVIEW PKWY - TRAFFIC LIGHTS
530951	12/08/25	XCEL ENERGY	5389108889/111825	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	186.40	VEHICLE MESSAGE SIGN
530952	12/08/25	XCEL ENERGY	5319329652/120125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	2,431.48	TRAFFIC SIGNALS
								Grand Total:	**3,551,620.22**	

PCARD

R55AP001 | DOUGLAS COUNTY GOVERNMENT | 12/8/2025
Payment Register Report | 15:21:50

Payment Number	Payment Date	Vendor Name	Invoice Number	Amount	Remark
112380	12/03/25	J P MORGAN CHASE BANK	113025	822,114.95	2025 PCARD PURCHASES - 113025
				822,114.95	

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[redacted]
PAYMENT DUE DATE	12/12/2025
AMOUNT DUE	$822,114.95
CURRENT BALANCE	$822,114.95

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED $

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
SUITE 130
CASTLE ROCK CO 80104-2425

** □□□□□□□

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: DOUGLAS COUNTY GOVT

ACCOUNT NUMBER: [redacted]

CLOSING DATE	11-28-25
CREDIT LIMIT	2,000,000
AVAILABLE CREDIT	1,177,885

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	940,901.90
PURCHASES AND OTHER CHARGES	830,839.56
CASH ADVANCES	.00
CREDITS	8,724.61
PAYMENTS	940,901.90-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**822,114.95**
TOTAL PAYMENT DUE	822,114.95
DISPUTED AMOUNT	.00

Spend Analysis by Merchant

Run Date: 12/01/2025

Report ID: 10013

Posting Date: 11/01/2025 - 11/30/2025

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
CASTLE ROCK, CO 80104-2425 USA

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
XCEL EZ-PAY WEB	52,193.29	6.22	1,683.65	31	31.00
PINNACOL ASSURANCE	44,915.56	5.35	44,915.56	1	1.00
WICKED COLLISION CENTE	41,268.28	4.92	5,895.47	7	7.00
TOWN OF CASTLE ROCK	38,870.27	4.63	1,619.59	24	24.00
VZWRLSS*APOCC VISB	26,224.09	3.12	13,112.05	2	2.00
481A PURCELL TIRE	24,527.78	2.92	1,751.98	14	14.00
UNITED AIRLINES	22,930.24	3.09	1,042.28	22	22.00
HSS	17,478.00	2.08	2,913.00	6	6.00
AMAZON MKTPL*B88NI7RR0	16,216.50	1.93	16,216.50	1	1.00
VZWRLSS*MY VZ VB P	16,205.42	1.93	8,102.71	2	2.00
L.A.W.S.	16,105.71	1.92	2,013.21	8	8.00
COLORADO PETROLEUM	14,682.66	1.75	2,936.53	5	5.00
INSIGHT PUBLIC SECTOR	12,689.90	1.51	6,344.95	2	2.00
FRANKTOWN	12,275.00	1.46	12,275.00	1	1.00
UNITED SITE SERVICES	11,898.78	1.42	495.78	24	24.00
OJ WATSON	10,257.94	1.22	1,465.42	7	7.00
CINTAS CORP	9,315.76	1.11	931.58	10	10.00
UNITED RESTAURANT SUPP	8,740.90	1.04	8,740.90	1	1.00
GOVCONNECTION	8,149.75	0.97	1,018.72	8	8.00
WMT INCOMM B2B BULK	7,700.00	0.92	7,700.00	1	1.00
BI, INC AP	7,658.10	0.91	7,658.10	1	1.00
CHARLES D JONES/ENGLE	7,407.19	0.88	1,851.80	4	4.00
IN *COOL SHADE UNLIMIT	7,078.00	0.84	2,359.33	3	3.00
WAGNER EQUIPMENT CO	6,728.44	0.80	336.42	20	20.00
INLAND TRUCK PARTS	6,649.46	0.79	1,662.37	4	4.00
WWWMUGABUGPESTCONTROLC	6,575.50	0.78	2,191.83	3	3.00
YETI 1-833-225-9384	6,300.00	0.75	6,300.00	1	1.00
ONLINE WEB SERVICES US	5,844.00	0.70	5,844.00	1	1.00
STACCATO 2011 LLC	5,736.91	0.68	5,736.91	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
FAIRFIELD INN	5,528.48	0.66	1,382.12	4	4.00
THOMSON WEST*TCD	5,236.54	0.62	2,618.27	2	2.00
BRECK RESERVATIONS	5,000.00	0.60	5,000.00	1	1.00
USPS.COM POSTAL STORE	4,998.00	0.60	4,998.00	1	1.00
SOURCE MANAGEMENT	4,973.73	0.59	155.43	32	32.00
EB *SECURE ACCESS CERT	4,957.20	0.59	4,957.20	1	1.00
INTERSTATE BATTERIES P	4,900.19	0.58	2,450.10	2	2.00
SUPPLYHOUSE.COM	4,767.19	0.57	681.03	7	7.00
APPLE SPICE #39	4,420.14	0.53	2,210.07	2	2.00
DOCUVAULT DELAWARE VAL	4,415.00	0.53	4,415.00	1	1.00
HENRIKSEN BUTLER	4,413.00	0.53	4,413.00	1	1.00
EVENT PRO SOFTWARE	4,289.97	0.51	2,144.99	2	2.00
ENGINEERED AIR	4,171.24	0.50	4,171.24	1	1.00
WCI*WC OF COLORADO	4,013.70	0.56	1,337.90	3	3.00
BHE BLACK HILLS ENERGY	3,802.84	0.45	380.28	10	10.00
SOUTHWEST AIRLINES	3,725.68	0.44	310.47	12	12.00
CORE ELECTRIC COOPERAT	3,639.37	0.43	404.37	9	9.00
IN *ADVANCED PARKING S	3,575.00	0.43	1,191.67	3	3.00
DEPT OF REGULATORY-TTC	3,515.00	0.42	234.33	15	15.00
WESTERN INTERIOR SUPPL	3,456.60	0.41	1,728.30	2	2.00
RYLIND MANUFACTURING I	3,435.12	0.41	3,435.12	1	1.00
CANNERY HOTEL AND CASI	3,206.75	0.38	3,206.75	1	1.00
4TE*SECURITY CENTRAL,	3,157.17	0.38	1,052.39	3	3.00
STOP STICK, LTD.	3,089.00	0.37	3,089.00	1	1.00
SPO*ROMO'SSTREETTACOS	3,046.33	0.36	3,046.33	1	1.00
GRAINGER	3,003.64	0.36	429.09	7	7.00
AMAZON MKTPL*B28XP26C2	3,003.00	0.36	3,003.00	1	1.00
HIGHLANDS RANCH WATER	2,897.69	0.35	222.90	13	13.00
IN *BLADES GROUP LLC	2,852.00	0.34	2,852.00	1	1.00
SHERWIN-WILLIAMS707457	2,709.83	0.32	677.46	4	4.00
SP TIGER TOOL	2,635.98	0.31	1,317.99	2	2.00
THE HOME DEPOT #1531	2,607.73	0.37	153.40	17	17.00
SP HEATTRAK	2,514.83	0.30	2,514.83	1	1.00
HYATT HOTELS	2,505.15	0.30	835.05	3	3.00
SQ *ABSOLUTE GRAPHICS,	2,486.07	0.30	1,243.04	2	2.00
ABI ATTACHMENTS INC	2,458.83	0.29	2,458.83	1	1.00
CENGAGE LEARNING, INC.	2,450.00	0.29	2,450.00	1	1.00
AIRVAC SERVICES	2,362.03	0.28	2,362.03	1	1.00
SQ *AUTO GLASS WORKS	2,345.00	0.28	335.00	7	7.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CENTER COPY PRINTING	2,335.40	0.28	291.93	8	8.00
AMAZON MKTPL*BT9X247W2	2,315.77	0.28	2,315.77	1	1.00
STARLINK INTERNET	2,292.88	0.27	764.29	3	3.00
EXPEDITION ONE	2,287.58	0.27	2,287.58	1	1.00
CHARLES D JONES NDV	2,283.76	0.27	2,283.76	1	1.00
AMAZON MKTPL*BT1K81Z60	2,270.31	0.27	2,270.31	1	1.00
ULINE *SHIP SUPPLIES	2,248.82	0.27	1,124.41	2	2.00
ACCUTECH	2,242.68	0.27	1,121.34	2	2.00
RUGBY HOLDINGS LLC	2,222.14	0.26	2,222.14	1	1.00
DRURY INN	2,203.78	0.26	734.59	3	3.00
ENTERPRISE RENT-A-CAR	2,148.56	0.26	716.19	3	3.00
PAYPAL *TRANSITIONS	2,140.00	0.25	1,070.00	2	2.00
TRANE SUPPLY-111621	2,136.16	0.25	356.03	6	6.00
SENSORMATIC TSP	2,055.00	0.24	2,055.00	1	1.00
USPS PO 0714410156	2,052.15	0.24	228.02	9	9.00
SP MODLITE SYSTEMS	2,037.91	0.24	1,018.96	2	2.00
TACTICALGEAR.COM	2,026.20	0.24	675.40	3	3.00
OPENGOV.CO* THE OPENGO	1,998.00	0.24	1,998.00	1	1.00
NATIONAL SHERIFFS ASSO	1,984.00	0.24	496.00	4	4.00
4IMPRINT, INC	1,976.15	0.24	1,976.15	1	1.00
GRIMCO INC	1,950.00	0.23	1,950.00	1	1.00
MIKE'S CAMERA STORE-2	1,910.69	0.23	955.35	2	2.00
ACHE FND* 2026 ACHE CO	1,800.00	0.21	1,800.00	1	1.00
PY *IAFE	1,795.00	0.21	1,795.00	1	1.00
BW ISLANDHOTELMARINA.	1,742.10	0.21	871.05	2	2.00
MARRIOTT	1,688.24	0.20	1,688.24	1	1.00
JW MARRIOTT MARQUIS HO	1686.79	0.20	1,670.09	2	2.00
KEN CARYL GLASS INC	1,657.00	0.20	1,657.00	1	1.00
TRAININGTRACKER-ENT	1,628.00	0.19	1,628.00	1	1.00
NFPA NATL FIRE PROTECT	1,566.96	0.19	1,566.96	1	1.00
MURDOCHS CASTLE ROCK	1,535.87	0.18	219.41	7	7.00
AMAZON.COM*NK05W9QD0	1,524.71	0.18	1,524.71	1	1.00
MAINTENANCE RESOURCES	1,500.00	0.18	1,500.00	1	1.00
SQ *SCHOMP FORD*INVOIC	1,489.66	0.18	248.28	6	6.00
IN *QDC RANCH SERVICES	1,485.00	0.18	1,485.00	1	1.00
SQ *ROCKVIEW HOTEL CAS	1,485.00	0.18	212.14	7	7.00
IN *MALCO AUTO SUPPLY	1,477.45	0.18	246.24	6	6.00
IN *EMERGENETICS INTER	1,448.40	0.17	1,448.40	1	1.00
INT'L CODE COUNCIL INC	1,432.20	0.17	286.44	5	5.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
IN *RUSTIC LUMBER COMP	1,425.06	0.17	1,425.06	1	1.00
ROCK HEATING	1,419.00	0.17	1,419.00	1	1.00
BRAIN INJURY ASSOC CO	1,400.00	0.17	200.00	7	7.00
IN *CASTLE ROCK CHAMBE	1,400.00	0.17	1,400.00	1	1.00
YODECK.COM FLIPNODE	1,400.00	0.17	1,400.00	1	1.00
MURDOCHS IN PARKER	1,375.27	0.16	275.05	5	5.00
FORCE AMER. DISTRIBUTI	1,345.41	0.16	672.71	2	2.00
WESTSIDE TOWING	1,341.00	0.16	111.75	12	12.00
MOUNTAIN VIEW ELECTRIC	1,337.38	0.16	668.69	2	2.00
HOLIDAY INNS	1,321.70	0.18	165.21	8	8.00
ACTIVE911 INC	1,270.20	0.15	1,270.20	1	1.00
E 470 EXPRESS TOLLS	1,258.78	0.15	314.70	4	4.00
COUNTY SHE* REGJJC2WS8	1,222.80	0.15	1,222.80	1	1.00
UNIV OF FLORIDA CP	1,195.00	0.14	1,195.00	1	1.00
AMAZON MKTPL*B22FP0DQ0	1,176.70	0.14	1,176.70	1	1.00
CR GARAGE DOORS LLC	1,175.00	0.14	1,175.00	1	1.00
FLOOR SHIELD OF CAS...	1,174.50	0.14	1,174.50	1	1.00
QDOBA 2329 ONLINE	1,167.56	0.14	583.78	2	2.00
XCEL EZ-PAY FEE WEB	1,143.25	0.14	38.11	30	30.00
THE HOME DEPOT 1531	1,110.17	0.13	85.40	13	13.00
(PC) 1872 CED	1,108.51	0.13	277.13	4	4.00
2517 - CPS DSTRBTRS	1,094.87	0.13	547.44	2	2.00
TRACTOR SUPPLY CO #180	1,036.27	0.12	259.07	4	4.00
ATT* BILL PAYMENT	1,029.03	0.12	171.51	6	6.00
IN *HAZELBROOK SOBER L	1,005.00	0.12	1,005.00	1	1.00
HAMPTON INN HOTELS	990.00	0.12	330.00	3	3.00
AMAZON MKTPL*B85M72C30	982.24	0.12	982.24	1	1.00
PRSA MEMBERSHIPS	975.00	0.12	975.00	1	1.00
LEXISNEXIS RISK SOL	961.38	0.11	480.69	2	2.00
PARKER ORTHODONTICS	955.00	0.11	955.00	1	1.00
CASTLE PINES WINWTR WR	949.61	0.11	237.40	4	4.00
HYDRAFLEX	930.21	0.11	465.11	2	2.00
GENERAL AIR SERVICE &	926.17	0.11	926.17	1	1.00
MAINTAINER CORPORATION	925.20	0.11	925.20	1	1.00
EXTENDED STAY	920.82	0.14	115.10	8	8.00
1-800 RADIATOR	919.00	0.11	919.00	1	1.00
ATG TRAINING	897.00	0.11	897.00	1	1.00
GRAYBAR ELECTRIC COMPA	896.08	0.11	896.08	1	1.00
AMAZON.COM*B87SA4UE0	889.97	0.11	889.97	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
LA QUINTA INN AND SUITES	882.47	0.11	441.24	2	2.00
TAB	845.26	0.10	845.26	1	1.00
US COURT-DIST OF CO	839.00	0.10	419.50	2	2.00
EON OFFICE	817.73	0.10	817.73	1	1.00
ALLEGION ACCESS TECHNO	797.25	0.09	398.63	2	2.00
TST* GRANELLI'S PIZZER	770.22	0.09	385.11	2	2.00
APPLEBEES 2104029	763.86	0.09	763.86	1	1.00
COLORADO ASSOCIATION O	750.00	0.09	750.00	1	1.00
GOOGLE *CLOUD QDKV9K	733.28	0.09	733.28	1	1.00
ZORO TOOLS INC	730.23	0.09	104.32	7	7.00
COMCAST BUSINESS	730.05	0.09	730.05	1	1.00
SPLIT RAIL FENCE COMPA	721.80	0.09	721.80	1	1.00
SANTIAGOS - CASTLE ROC	708.77	0.08	177.19	4	4.00
HILTON	693.38	0.08	346.69	2	2.00
AMAZON MKTPL*B82P30BV0	691.97	0.08	691.97	1	1.00
APCO INTERNATIONAL INC	690.00	0.08	690.00	1	1.00
CENTURYLINK LUMEN	686.40	0.08	686.40	1	1.00
MANDALAY BAY RESORT	685.94	0.08	685.94	1	1.00
AMAZON MKTPL*B81KT6TC1	681.70	0.08	681.70	1	1.00
INTL ASSOC FOR ID	680.00	0.08	340.00	2	2.00
SPRAY PARTS	679.06	0.08	679.06	1	1.00
AMAZON MKTPL*NK1RN6IE1	673.45	0.08	673.45	1	1.00
TST*SCILEPPIS AT THE O	672.11	0.08	112.02	6	6.00
WAL-MART #0984	664.43	0.08	221.48	3	3.00
DEN PUBLIC PARKING	660.00	0.08	110.00	6	6.00
AMAZON MKTPL*B03730L22	659.99	0.08	659.99	1	1.00
PWSD	658.40	0.08	164.60	4	4.00
AT&T PAYMENT	652.30	0.08	326.15	2	2.00
INTERNATIONAL ASSOCIAT	650.00	0.08	325.00	2	2.00
LOWES #02274*	645.14	0.09	64.51	10	10.00
AVTECH ELECTRONICS INC	634.90	0.18	126.98	5	5.00
CES 691	631.57	0.08	126.31	5	5.00
MINUTEMAN PRESS - CAST	630.00	0.08	315.00	2	2.00
WESTERN DETENTION PR	629.94	0.08	629.94	1	1.00
AMAZON MKTPL*B85TF4XC2	624.42	0.07	624.42	1	1.00
ANARCHY OUTDOORS	609.98	0.07	609.98	1	1.00
RESIDENCE INN	609.51	0.07	304.76	2	2.00
CELLHIRE USA	608.00	0.07	608.00	1	1.00
CVENT* 74TH NATIONAL P	607.70	0.07	607.70	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
IN *KYLE MORTENSEN	600.00	0.07	600.00	1	1.00
THE ESCAPE GAME LONE T	599.85	0.07	599.85	1	1.00
MAILCHIMP	598.00	0.07	199.33	3	3.00
COMCAST / XFINITY	589.05	0.07	117.81	5	5.00
ON THE BORDER CATERING	584.55	0.07	584.55	1	1.00
LEGACY PLOW & TRAILER	583.22	0.07	583.22	1	1.00
BOBCAT PARKER	581.98	0.07	290.99	2	2.00
EXTRA SPACE 1458	579.00	0.07	579.00	1	1.00
AMAZON MKTPL*B86QT2HU1	575.98	0.07	575.98	1	1.00
AMAZON MKTPL*B242H26X2	564.62	0.07	564.62	1	1.00
MOUNTAIN STATES RECREA	560.12	0.07	560.12	1	1.00
CASTLE ROCK WINNELSON	560.09	0.08	56.01	10	10.00
SP HEADWESTSTUDIO	560.00	0.07	560.00	1	1.00
ALAMIA	550.99	0.07	550.99	1	1.00
AMAZON MKTPL*BT1EQ2QH0	550.00	0.07	550.00	1	1.00
SQ *REGIONAL TRANSPORT	550.00	0.07	275.00	2	2.00
AMAZON.COM*B255H18B1	544.88	0.06	544.88	1	1.00
WM SUPERCENTER #984	537.16	0.06	268.58	2	2.00
AMERICAN CONSERV & BIL	516.61	0.06	516.61	1	1.00
OWL BADGES INC.	515.82	0.06	515.82	1	1.00
CHICK-FIL-A #04027	499.61	0.06	166.54	3	3.00
WAVE - *VISIBLE DIGIT	499.50	0.06	499.50	1	1.00
FSP*SOUTHWEST MOBILE S	497.13	0.06	497.13	1	1.00
IN *WALK-N-ROLL	484.35	0.06	484.35	1	1.00
BEST WESTERN HOTELS	479.45	0.06	479.45	1	1.00
SAMSCLUB.COM	478.36	0.06	478.36	1	1.00
SQ *KENZ & LESLIE DIST	477.60	0.06	477.60	1	1.00
COLORADOCHAPTERICC.ORG	465.30	0.06	232.65	2	2.00
LUTH-AR LLC	463.30	0.06	463.30	1	1.00
AMAZON MKTPL*BT3167S32	461.69	0.05	461.69	1	1.00
ELECTION CENTER	459.00	0.05	459.00	1	1.00
IN *INTERIM COUNSELING	450.00	0.05	450.00	1	1.00
TRUCK ACCESORIES GROUP	449.00	0.05	449.00	1	1.00
RED HILL SUPPLY-SOURCE	446.64	0.05	446.64	1	1.00
SQ *BUCKMAN SERVICES L	445.00	0.05	445.00	1	1.00
AMAZON MKTPL*B86FY3MC0	441.00	0.05	441.00	1	1.00
PROJECT MANAGEMENT INS	439.00	0.05	146.33	3	3.00
MSFT * E0500Y0BIT	437.00	0.05	437.00	1	1.00
LOWES #02423*	432.34	0.05	432.34	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
SPI*DENVER WATER	417.59	0.05	417.59	1	1.00
CITYDATA.AI	415.00	0.05	415.00	1	1.00
SHUTTERFLY, INC.	413.64	0.05	413.64	1	1.00
CITY OF WOODLAND PARK	413.55	0.05	413.55	1	1.00
MYAIRBAGS	409.62	0.05	409.62	1	1.00
IN *KEWLEY VENTURES LL	407.88	0.05	407.88	1	1.00
KING SOOPERS #0125	403.01	0.05	134.34	3	3.00
AMAZON MKTPL*B07RJ1OU1	402.60	0.05	402.60	1	1.00
B&H PHOTO 800-606-696	399.99	0.05	399.99	1	1.00
DRIVESAFE DRIVING SCHO	399.00	0.05	399.00	1	1.00
UT ANTHROPOLOGY EC	395.00	0.05	395.00	1	1.00
AMAZON MKTPL*B212P8AY1	375.43	0.04	375.43	1	1.00
MURDOCHS IN LITTLETON	364.98	0.04	364.98	1	1.00
AMAZON MKTPL*B24LA31J0	364.95	0.04	364.95	1	1.00
THE HOME DEPOT #1516	361.84	0.04	361.84	1	1.00
AMAZON MKTPL*B88UC8JU2	359.90	0.04	359.90	1	1.00
AMAZON MKTPL*B818P6FJ1	359.80	0.04	359.80	1	1.00
COURTYARD BY MARRIOTT	358.29	0.04	358.29	1	1.00
E&G TERMINAL CORPORATI	355.63	0.04	355.63	1	1.00
BADGEANDWALLET.COM	355.35	0.04	177.68	2	2.00
AMAZON MKTPL*NK2283OF2	355.34	0.04	355.34	1	1.00
AMAZON MKTPL*B84F33LB1	349.99	0.04	349.99	1	1.00
ME-HIGHLANDS RAN-SERTI	349.88	0.04	349.88	1	1.00
ACHE - MEMBER SERVICE	345.00	0.04	345.00	1	1.00
SP THEFIREALARMSUPPLIE	341.79	0.05	170.90	2	2.00
ARIA	333.62	0.04	83.41	4	4.00
EASTERN SLOPE RURAL TE	331.62	0.04	331.62	1	1.00
LOWES #01755*	318.98	0.04	106.33	3	3.00
SOURCES INC	317.59	0.04	317.59	1	1.00
ECP*CANVASPRINTS	308.00	0.04	308.00	1	1.00
CHICK-FIL-A #01580	306.73	0.04	306.73	1	1.00
CASTLE ROCK FI00 OF 00	306.00	0.04	306.00	1	1.00
PAYROLLORG	305.00	0.04	305.00	1	1.00
FARM DEALER	303.36	0.04	303.36	1	1.00
SAFEWARE-MOTO	300.00	0.11	100.00	3	3.00
VMO*VIMEO.COM	300.00	0.04	300.00	1	1.00
TEXTLINE	299.00	0.04	299.00	1	1.00
AUTOPAY/DISH NTWK	293.36	0.03	97.79	3	3.00
AMAZON MKTPL*B85YV3GN0	291.79	0.03	291.79	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON.COM*BT8UM6O61	291.60	0.03	291.60	1	1.00
AMAZON MKTPL*BT7HZ71Y0	290.99	0.03	290.99	1	1.00
AMAZON MKTPL*B08E51D91	290.18	0.03	290.18	1	1.00
FRONTIER	288.96	0.03	288.96	1	1.00
JIMMY JOHNS - 2628 - M	288.12	0.03	288.12	1	1.00
ROXBOROUGH WATERSANI D	286.02	0.03	143.01	2	2.00
SAFEWAY #1877	280.50	0.03	40.07	7	7.00
WAL-MART #1252	278.23	0.03	139.12	2	2.00
MMS GOV SOLUTION LLC	278.05	0.03	278.05	1	1.00
AMAZON.COM*BT4QY2TW1	271.00	0.03	271.00	1	1.00
NATIONAL SAFETY COUNCI	270.50	0.03	270.50	1	1.00
USPS.COM CLICKNSHIP	268.80	0.03	16.80	16	16.00
CUSTOM PINS NOW	268.00	0.03	268.00	1	1.00
STI-CO INDUSTRIES LLC	263.30	0.03	263.30	1	1.00
AMAZON MKTPL*B26OA7TL1	255.24	0.03	255.24	1	1.00
NEWK'S EATERY	254.33	0.03	254.33	1	1.00
WALMART.COM	253.93	0.04	63.48	4	4.00
BUDGET RENT-A-CAR	253.88	0.03	126.94	2	2.00
TST* NOTHING BUNDT CAK	252.00	0.03	252.00	1	1.00
EZCATER*CHICKFILA	251.60	0.03	251.60	1	1.00
COLUMN PUBLIC NOTICE	250.36	0.03	41.73	6	6.00
WOODHOUSESPA CASTLE PI	250.00	0.03	250.00	1	1.00
AMAZON MKTPL*BT62L6341	248.11	0.03	248.11	1	1.00
SP RDR GEAR	246.85	0.03	246.85	1	1.00
HOME2 SUITES BY HILTON	246.10	0.03	123.05	2	2.00
LS MIKES BIKES 203 HIG	242.74	0.03	242.74	1	1.00
THE HOME DEPOT 1516	239.55	0.03	47.91	5	5.00
HTL*COURTYARDBYMAR	238.14	0.03	238.14	1	1.00
AMAZON MKTPL*BT4AU3DK0	235.08	0.03	235.08	1	1.00
AMAZON MKTPL*B801D4CI2	234.64	0.03	234.64	1	1.00
THE HOME DEPOT #1540	232.06	0.03	116.03	2	2.00
ASAP	231.01	0.03	231.01	1	1.00
AMAZON MKTPL*B21KB5CP0	228.78	0.03	228.78	1	1.00
AMAZON MKTPL*B25VZ1EQ0	225.37	0.03	225.37	1	1.00
SAMS CLUB #6634	223.64	0.03	111.82	2	2.00
AMAZON MKTPL*NK1UM6KH2	222.00	0.03	222.00	1	1.00
SP SAFARILAND	220.50	0.03	220.50	1	1.00
JCPH-CLINIC	219.64	0.03	219.64	1	1.00
MERIDIAN METROPOLITAN	212.79	0.03	53.20	4	4.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
GUIRY'S, INC. - 7	210.59	0.03	210.59	1	1.00
CO EVENT REGISTRATION	207.56	0.02	51.89	4	4.00
AMAZON MKTPL*BT90C9YS2	205.08	0.02	205.08	1	1.00
WM SUPERCENTER #2892	205.00	0.02	102.50	2	2.00
WCI*MOUNTAIN VIEW WAST	204.84	0.02	204.84	1	1.00
AMAZON MKTPL*B82NM0UD2	203.94	0.02	203.94	1	1.00
OPENAI *CHATGPT SUBSCR	201.03	0.02	67.01	3	3.00
IN *RYAN WOOLVERTON HU	200.58	0.02	200.58	1	1.00
RECONYX	200.00	0.02	200.00	1	1.00
NAPA STORE 3600107	199.99	0.02	199.99	1	1.00
HNS*HUGHESNET.COM	199.93	0.02	199.93	1	1.00
DOLLAR RENT A CAR	196.10	0.02	196.10	1	1.00
RUSTY TAPP	194.00	0.02	194.00	1	1.00
CO DEPT OF PUBLIC HEAL	193.76	0.02	96.88	2	2.00
AMAZON MKTPL*B26L15MA0	190.87	0.02	190.87	1	1.00
SATCOM DIRECT, INC	187.80	0.02	46.95	4	4.00
AMAZON MKTPL*B26FE8GW0	187.10	0.02	187.10	1	1.00
AMAZON MKTPL*B08Z93L50	184.93	0.02	184.93	1	1.00
TRANE US INC COMMERCIA	180.12	0.02	180.12	1	1.00
ASFPM	180.00	0.02	180.00	1	1.00
FSP*CACEO	180.00	0.02	45.00	4	4.00
INT'L CODE COUNCIL	180.00	0.02	180.00	1	1.00
BAVCO	175.90	0.02	175.90	1	1.00
FS COM INC	175.00	0.02	175.00	1	1.00
PSI EXAMS	175.00	0.02	175.00	1	1.00
AMAZON MKTPL*B06ZX9ES2	174.99	0.02	174.99	1	1.00
JIMMY JOHNS - 1335	172.06	0.02	86.03	2	2.00
AMAZON MKTPL*B240F7QI2	166.96	0.02	166.96	1	1.00
SAMSCLUB #4853	159.57	0.02	79.79	2	2.00
EZCATER*EINSTEIN BROS	159.48	0.02	159.48	1	1.00
TEAM ONE NEWPORT, INC.	159.18	0.02	53.06	3	3.00
AMAZON MKTPL*B02B00JN0	159.09	0.02	159.09	1	1.00
AMERICAN SOLUTIONS FOR	156.72	0.02	156.72	1	1.00
TRINITY GROUP COMPANIE	156.35	0.02	156.35	1	1.00
SAMSCLUB #6634	156.09	0.02	156.09	1	1.00
PARRYS PIZZERIA - CAS	153.80	0.02	153.80	1	1.00
AMAZON MKTPL*BT1JC08O1	153.59	0.02	153.59	1	1.00
PEGASUS RESTAURANT	152.74	0.02	76.37	2	2.00
RSD - CENTENNIAL#74	152.62	0.02	76.31	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
MSFT * E0500Y0AUT	152.00	0.02	152.00	1	1.00
PASS TRAINING	150.00	0.02	150.00	1	1.00
AMAZON MKTPL*BT85Q2612	149.75	0.02	149.75	1	1.00
CO DEPT OF AGRICULTURE	149.03	0.02	149.03	1	1.00
AMAZON MKTPL*NK5L09YI2	146.23	0.02	146.23	1	1.00
HBR*SUBSCRIPTION	145.94	0.02	145.94	1	1.00
AMAZON MKTPL*B27ZG0RR2	143.48	0.02	143.48	1	1.00
METRO 122-DULLES AIRPO	143.00	0.02	35.75	4	4.00
PROPANE SHACK	140.76	0.02	140.76	1	1.00
AMAZON MKTPL*NK6140S42	136.48	0.02	136.48	1	1.00
AMAZON MKTPL*BT7AN5JH1	135.98	0.02	135.98	1	1.00
AMERICAN RED CROSS	134.25	0.02	134.25	1	1.00
PLOTTER SUPPLIES	133.00	0.02	133.00	1	1.00
THE CORNER MARKET AT L	131.10	0.02	131.10	1	1.00
COMFORT INNS	129.00	0.02	129.00	1	1.00
AMAZON MKTPL*B88TK5SS2	128.77	0.02	128.77	1	1.00
AMAZON MKTPL*BT8UJ2CU1	128.00	0.02	128.00	1	1.00
AMAZON MKTPL*BT0PF8L41	125.84	0.01	125.84	1	1.00
AMAZON MKTPL*NK98S0742	125.72	0.01	125.72	1	1.00
AMAZON MKTPL*B07OC6CT2	125.18	0.01	125.18	1	1.00
FSP*JOES CAR SERVICE	124.00	0.01	124.00	1	1.00
DAHL PLUMB 158	120.32	0.01	120.32	1	1.00
AMAZON MKTPL*B81BB7RT1	119.98	0.01	119.98	1	1.00
AMAZON MKTPL*BT0ZP60M0	119.80	0.01	119.80	1	1.00
CORPORATE TRANSLATE	118.33	0.01	59.17	2	2.00
ROCK BOTTOM RESTAURANT	117.74	0.01	58.87	2	2.00
FSP*COLORADO CARDIAC C	117.00	0.01	117.00	1	1.00
TST*THE OFFICE CO. BAR	116.72	0.01	58.36	2	2.00
AMAZON MKTPL*BT46V86E1	115.98	0.01	115.98	1	1.00
NORTH AMERICAN RESCUE	115.79	0.01	115.79	1	1.00
AMAZON.COM*B05G43CC2	113.73	0.01	113.73	1	1.00
AMAZON MKTPL*B86J70OR1	110.57	0.01	110.57	1	1.00
AMAZON MKTPL*B00UJ7072	109.99	0.01	109.99	1	1.00
KING SOOPERS #0132	109.80	0.01	36.60	3	3.00
AMAZON MKTPL*BT2F74JZ1	108.34	0.01	108.34	1	1.00
WAVE - *MRS SHRED AME	105.95	0.01	105.95	1	1.00
AMAZON MKTPL*B85Q70BS0	105.00	0.01	105.00	1	1.00
AMAZON MKTPL*B86BB4RO1	101.67	0.01	101.67	1	1.00
AMAZON MKTPL*B82AW11S1	100.91	0.01	100.91	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
FLEMING S S GIFTCARD	100.00	0.01	100.00	1	1.00
IN *NATIONAL ASSOCIATI	100.00	0.01	50.00	2	2.00
TLO TRANSUNION	100.00	0.01	100.00	1	1.00
AMAZON MKTPL*B26NS8SU1	99.99	0.01	99.99	1	1.00
SPYPOINT INSIDERS CLUB	99.99	0.01	99.99	1	1.00
LYFT *RIDE WED 2PM	99.87	0.01	99.87	1	1.00
AMAZON MKTPL*B86SE8451	99.38	0.01	99.38	1	1.00
AMAZON MKTPL*NK6036WN2	99.34	0.01	99.34	1	1.00
AMAZON MKTPL*B811X3KC1	99.24	0.01	99.24	1	1.00
ANYTHING TRUCK	98.74	0.01	98.74	1	1.00
AMAZON MKTPL*BT9D33392	97.97	0.01	97.97	1	1.00
PAPA JOHN S #3944	97.22	0.01	97.22	1	1.00
EFCOMBATIVES	97.00	0.01	97.00	1	1.00
LYFT *RIDE MON 7AM	96.97	0.01	96.97	1	1.00
JETS PIZZA CO 004	93.80	0.01	93.80	1	1.00
AMAZON.COM*B819X7VH0	93.63	0.01	93.63	1	1.00
AMAZON MKTPL*B83LA5IE2	93.60	0.01	93.60	1	1.00
AMAZON.COM*B84674PO0	93.44	0.01	93.44	1	1.00
CHEVRON 0206879	93.37	0.01	93.37	1	1.00
AMAZON MKTPL*B05LH2872	92.80	0.01	92.80	1	1.00
RAM PRODUCTS, 00 OF 00	92.48	0.01	92.48	1	1.00
AMAZON MKTPL*B83AH0PB2	91.81	0.01	91.81	1	1.00
AMAZON MKTPL*NK6IF7OM2	91.68	0.01	91.68	1	1.00
AMAZON MKTPL*B07OB2D41	90.24	0.01	90.24	1	1.00
AMAZON MKTPL*B05MP5BX1	89.08	0.01	89.08	1	1.00
AMAZON MKTPL*B03KK1LV0	89.00	0.01	89.00	1	1.00
SP MY MEDIC WHOLESALE	88.25	0.01	88.25	1	1.00
AMAZON MKTPL*NK82Z9PY0	86.95	0.01	86.95	1	1.00
AMAZON MKTPL*B08ZW5QQ2	86.30	0.01	86.30	1	1.00
CHCO ANSCH SAFETY ST	85.50	0.01	85.50	1	1.00
AMAZON MKTPL*B83P65LX0	85.48	0.01	85.48	1	1.00
CULVERS CASTLE ROCK	84.64	0.01	42.32	2	2.00
AMAZON MKTPL*B210328W0	84.13	0.01	84.13	1	1.00
SP CAMLOCKDIRECT FRQ	83.31	0.01	83.31	1	1.00
AMAZON MKTPL*NK2G02HX2	82.34	0.01	82.34	1	1.00
AMAZON MKTPL*B05SY2ZF0	81.95	0.01	81.95	1	1.00
CIRCLE K 09901	81.25	0.01	20.31	4	4.00
AMAZON MKTPL*BT21L87B2	80.99	0.01	80.99	1	1.00
AMAZON MKTPL*BT9LN2FX1	80.99	0.01	80.99	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON.COM*B85OX1KB1	80.99	0.01	80.99	1	1.00
AMAZON.COM*B85479RT1	79.99	0.01	79.99	1	1.00
DEWALT MOBILELOCK	79.80	0.01	79.80	1	1.00
TST* VIA BACI	79.24	0.01	79.24	1	1.00
AMAZON.COM*BT7QF3NB1	77.48	0.01	77.48	1	1.00
WILLIAM PAUL FLORAL DE	77.23	0.01	77.23	1	1.00
AMAZON.COM*B816V77M0	76.07	0.01	76.07	1	1.00
AMAZON MKTPL*B075Z1CD1	75.99	0.01	75.99	1	1.00
VOX TECHNOLOGY INC	75.60	0.01	75.60	1	1.00
24 7 TRAVEL ST	75.00	0.01	75.00	1	1.00
APHA EDONOREDUEPUBS	75.00	0.01	75.00	1	1.00
KINSCO	75.00	0.01	75.00	1	1.00
NATIONAL ASSOCIATION O	75.00	0.01	75.00	1	1.00
AMAZON MKTPL*B82BZ25N1	74.91	0.01	74.91	1	1.00
AMAZON MKTPL*NK7OQ5H92	74.38	0.01	74.38	1	1.00
AMAZON MKTPL*BT3H76JW0	73.41	0.01	73.41	1	1.00
AMAZON MKTPL*B09U79QQ2	72.91	0.01	72.91	1	1.00
AMAZON MKTPL*N47A527Y2	72.33	0.01	72.33	1	1.00
SP REDCON1	72.29	0.01	72.29	1	1.00
CBI ONLINE	72.00	0.01	14.40	5	5.00
AMAZON MKTPL*BT6DQ15Z1	70.28	0.01	70.28	1	1.00
GR BURGER	70.20	0.01	70.20	1	1.00
FSP*MOUNTAIN DISTRICT	70.00	0.01	70.00	1	1.00
AMAZON MKTPL*B094T1JK0	69.99	0.01	69.99	1	1.00
AMAZON MKTPL*BT4LL8A90	69.99	0.01	69.99	1	1.00
AMAZON MKTPL*B87RS8IS0	69.97	0.01	69.97	1	1.00
AMAZON MKTPL*B22CG1321	68.90	0.01	68.90	1	1.00
AMAZON MKTPL*B08K34KT0	68.84	0.01	68.84	1	1.00
ZAZZLE INC	68.74	0.01	68.74	1	1.00
BILLTRUST REXEL	68.01	0.01	68.01	1	1.00
AMAZON MKTPL*B86NY9WP2	66.49	0.01	66.49	1	1.00
AMAZON MKTPL*NK7014S22	66.31	0.01	66.31	1	1.00
AMAZON MKTPL*BT40I9GP1	65.79	0.01	65.79	1	1.00
AMAZON.COM*BT4CF6G70	65.47	0.01	65.47	1	1.00
AMAZON MKTPL*B06BN0SQ2	64.99	0.01	64.99	1	1.00
AMAZON MKTPL*B819Y7X51	64.99	0.01	64.99	1	1.00
AMAZON MKTPL*B20EQ46Z1	64.73	0.01	64.73	1	1.00
KING SOOPERS #0027	64.48	0.01	64.48	1	1.00
MAVERIK #5200	64.43	0.01	64.43	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*B24XW53K0	64.11	0.01	64.11	1	1.00
CONOCO - ROC #11	64.01	0.01	64.01	1	1.00
AMAZON MKTPL*B80UL8Z60	63.80	0.01	63.80	1	1.00
AMOCO#2164700TA CONQPS	63.38	0.01	63.38	1	1.00
THE HOME DEPOT 1540	62.32	0.01	20.77	3	3.00
FASTSIGNS 371801	61.67	0.01	61.67	1	1.00
UBER *TRIP	62.03	0.01	30.84	3	3
AMAZON MKTPL*BT5PE1BM0	61.62	0.01	61.62	1	1.00
TEXAS ROADHOUSE #2146	61.40	0.01	61.40	1	1.00
NAPA STORE 3600105	61.27	0.01	30.64	2	2.00
76 - TONTO APACHE MARK	61.25	0.01	61.25	1	1.00
LOVE'S #0660 OUTSIDE	60.42	0.01	60.42	1	1.00
SP SNUGGLEWARM	59.99	0.01	59.99	1	1.00
TXT180COM	59.95	0.01	59.95	1	1.00
AMAZON.COM*BT8FF8451	59.64	0.01	59.64	1	1.00
CORNWELL TOOLS	59.57	0.01	59.57	1	1.00
WPVIVID	59.40	0.01	59.40	1	1.00
AMAZON MKTPL*B00LD8UU0	59.25	0.01	59.25	1	1.00
CHEVRON 0382088	58.51	0.01	58.51	1	1.00
AMAZON MKTPL*BT96T2OB1	57.97	0.01	57.97	1	1.00
AMAZON MKTPL*B05EL0J02	57.33	0.01	57.33	1	1.00
AMAZON MKTPL*BT1BP6330	56.94	0.01	56.94	1	1.00
FARIS MACHINERY	56.27	0.01	56.27	1	1.00
AMAZON MKTPL*B08IL5L31	55.99	0.01	55.99	1	1.00
AMAZON MKTPL*B81CA7500	55.98	0.01	55.98	1	1.00
FSP*CONTINUING LEGAL E	55.59	0.01	55.59	1	1.00
AMAZON MKTPL*BT9YO54Q0	55.48	0.01	55.48	1	1.00
AMAZON MKTPL*N447062J2	53.94	0.01	53.94	1	1.00
CASTLE CAFE	53.64	0.01	53.64	1	1.00
PETALS AND POP	53.51	0.01	53.51	1	1.00
AMAZON MKTPL*B839356D1	53.37	0.01	53.37	1	1.00
AMAZON MKTPL*B047D91G0	53.18	0.01	53.18	1	1.00
AMAZON MKTPL*B81X32M61	53.13	0.01	53.13	1	1.00
IDI	53.00	0.01	53.00	1	1.00
LONGHORN STEAK 0125422	52.63	0.01	52.63	1	1.00
ROCKY MOUNTAIN AIR SOL	52.20	0.01	52.20	1	1.00
AMAZON.COM*B062W58S0	52.19	0.01	52.19	1	1.00
AMAZON MKTPL*B81AZ1KA0	51.98	0.01	51.98	1	1.00
THE HOME DEPOT #1508	51.91	0.01	25.96	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
RIO PUERCO PIT STOP	51.75	0.01	51.75	1	1.00
AMAZON MKTPL*B22LF25M2	51.53	0.01	51.53	1	1.00
AMAZON.COM*B87AA7E72	50.97	0.01	50.97	1	1.00
AMAZON MKTPL*BT0ME5US1	50.47	0.01	50.47	1	1.00
MAVERIK #653	50.42	0.01	50.42	1	1.00
FBI LEEDA INC	50.00	0.01	50.00	1	1.00
AMAZON MKTPL*B82DH3SJ1	49.99	0.01	49.99	1	1.00
CONOCO - SEI 33052	49.73	0.01	49.73	1	1.00
AMAZON MKTPL*BT0WN29Z0	49.37	0.01	49.37	1	1.00
ISTOCKPHOTO	49.00	0.01	49.00	1	1.00
AMAZON MKTPL*NK6NG1PF0	48.99	0.01	48.99	1	1.00
AMAZON MKTPL*B06A232A0	48.77	0.01	48.77	1	1.00
COSMOPOL-HATTIE B'S	48.77	0.01	48.77	1	1.00
AMACK'S SERVICE, INC	48.01	0.01	48.01	1	1.00
BLOCK & BOTTLE	48.00	0.01	48.00	1	1.00
DENVER POST CIRCULATIO	47.67	0.01	47.67	1	1.00
AMAZON MKTPL*B09HS9QS1	46.95	0.01	46.95	1	1.00
SP BD LASER DESIGN	46.80	0.01	46.80	1	1.00
USPS PO 0750760255	46.80	0.01	23.40	2	2.00
AMAZON MKTPL*B88RC8CN2	46.66	0.01	46.66	1	1.00
LOAF N JUG 0068	46.66	0.01	46.66	1	1.00
HYATT REGENCY DENVER P	45.00	0.01	45.00	1	1.00
AMAZON MKTPL*BT6760ZY1	44.94	0.01	44.94	1	1.00
AMAZON MKTPL*B20536812	44.55	0.01	44.55	1	1.00
AMAZON MKTPL*NK0UX19V1	43.68	0.01	43.68	1	1.00
WASABI TECHNOLOGIES	43.15	0.01	43.15	1	1.00
CCI*CONSTANT-CONTACT	43.00	0.01	43.00	1	1.00
MAVERIK #611	42.50	0.01	42.50	1	1.00
AMAZON MKTPL*B076K85X1	42.10	0.01	42.10	1	1.00
FEDEX32997277	41.87	0.00	41.87	1	1.00
SAFEWAY.COM #1877	41.87	0.00	41.87	1	1.00
SP 13 FIFTY APPAREL	41.43	0.00	41.43	1	1.00
AMAZON MKTPL*B05US7XQ2	41.20	0.00	41.20	1	1.00
CHEVRON 0075703	41.00	0.00	41.00	1	1.00
LYFT *RIDE SAT 6AM	40.98	0.00	40.98	1	1.00
AMAZON.COM*B03DP96P0	40.84	0.00	40.84	1	1.00
ROYAL B THREADS LLC	40.00	0.00	40.00	1	1.00
AMAZON MKTPL*B89WK2F12	39.98	0.00	39.98	1	1.00
AMAZON MKTPL*NK8942R62	39.55	0.00	39.55	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
LYFT *1 RIDE 11-02	38.70	0.00	38.70	1	1.00
AMAZON.COM*BT83Z1LB1	38.56	0.00	38.56	1	1.00
AMAZON MKTPL*BT1YF1HU1	37.50	0.00	37.50	1	1.00
EXXON MADISON PIKE HUN	37.00	0.00	37.00	1	1.00
AMAZON MKTPL*B85CJ2RS0	36.87	0.00	36.87	1	1.00
AMAZON MKTPL*NK5XC5IE0	36.87	0.00	36.87	1	1.00
PRIMO BRANDS/WATERSERV	36.79	0.00	36.79	1	1.00
AMAZON MKTPL*B08MZ9BY1	36.44	0.00	36.44	1	1.00
FEDEX33271766	35.37	0.00	35.37	1	1.00
QED - LITTLETON	34.28	0.00	34.28	1	1.00
AMAZON MKTPL*BT1NP1F20	34.26	0.00	34.26	1	1.00
AMAZON MKTPL*BT36U86L1	33.58	0.00	33.58	1	1.00
BUDDY VS PIZZA	33.56	0.00	33.56	1	1.00
TST*BAR 14	33.10	0.00	16.55	2	2.00
AMAZON MKTPL*B87B25W00	32.99	0.00	32.99	1	1.00
AMAZON MKTPL*B84JN8EG1	32.52	0.00	32.52	1	1.00
AMAZON MKTPL*BT8L01JW0	32.40	0.00	32.40	1	1.00
REMARKABLE	32.23	0.00	16.12	2	2.00
AMAZON.COM*NK2C82182	31.90	0.00	31.90	1	1.00
AMAZON.COM*B24178PJ1	31.72	0.00	31.72	1	1.00
SHERWIN-WILLIAMS707232	31.70	0.00	31.70	1	1.00
AMAZON MKTPL*BT73I9QN2	31.44	0.00	31.44	1	1.00
AMAZON MKTPL*B86YY9PX1	31.36	0.00	31.36	1	1.00
AMAZON MKTPL*B80ES1GW0	31.16	0.00	31.16	1	1.00
TAILWIND AMA	30.92	0.00	30.92	1	1.00
AMAZON MKTPL*NK40P3Q42	30.11	0.00	30.11	1	1.00
MCALISTER'S 102187	30.04	0.00	30.04	1	1.00
AMAZON MKTPL*BT4RY6LR0	29.80	0.00	29.80	1	1.00
LOAF N JUG 0011	29.65	0.00	14.83	2	2.00
STARBUCKS STORE 27851	29.37	0.00	14.69	2	2.00
AMAZON MKTPL*NK6GI1QE2	29.10	0.00	29.10	1	1.00
AMAZON MKTPL*B29JX15X0	28.49	0.00	28.49	1	1.00
AMAZON MKTPL*NK2IF1YO1	28.49	0.00	28.49	1	1.00
VCN*COLORADOVITALREC	28.00	0.00	28.00	1	1.00
AMAZON MKTPL*B09FY0T50	27.96	0.00	27.96	1	1.00
AMAZON MKTPL*B05UZ6IG0	27.91	0.00	27.91	1	1.00
AMAZON MKTPL*B85U587I0	26.94	0.00	26.94	1	1.00
MCALISTER'S 1342	26.91	0.00	26.91	1	1.00
AMAZON MKTPL*BT0V09LR1	26.71	0.00	26.71	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
WM SUPERCENTER #4639	26.58	0.00	26.58	1	1.00
MAD MATT'S LTD	25.95	0.00	25.95	1	1.00
AMAZON.COM*NK07472Q1	25.00	0.00	25.00	1	1.00
IN *5280 DRUG TESTING	25.00	0.00	25.00	1	1.00
AMAZON MKTPL*NK9BW11F2	24.76	0.00	24.76	1	1.00
HERTZ	24.22	0.01	12.11	2	2.00
FEDEX32714956	24.11	0.00	24.11	1	1.00
NATL CNCL FOR BHVRL HT	23.95	0.00	23.95	1	1.00
AMAZON.COM*BT9Z30TA2	23.13	0.00	23.13	1	1.00
AMAZON.COM*NK0KA9W72	23.13	0.00	23.13	1	1.00
AMAZON MKTPL*BT6DO5U12	23.09	0.00	23.09	1	1.00
AMAZON MKTPL*B86X00MS1	22.99	0.00	22.99	1	1.00
AMAZON MKTPL*B09G930G2	22.98	0.00	22.98	1	1.00
AMAZON MKTPL*BT9KB2NB1	21.99	0.00	21.99	1	1.00
AMAZON.COM*B87LL0H02	21.87	0.00	21.87	1	1.00
AMAZON MKTPL*BT58Q08W0	21.37	0.00	21.37	1	1.00
PARKWHIZ, INC.	21.20	0.00	21.20	1	1.00
STAMPS.COM	20.99	0.00	20.99	1	1.00
MAVERIK #579	20.48	0.00	10.24	2	2.00
AMAZON MKTPL*B87B75KS0	20.28	0.00	20.28	1	1.00
MCDONALD'S F13570	20.22	0.00	20.22	1	1.00
AMAZON MKTPL*BT6T43A60	20.18	0.00	20.18	1	1.00
SPI*DIRECTV SERVICE	20.00	0.00	20.00	1	1.00
AMAZON MKTPL*BT71E9AK0	19.99	0.00	19.99	1	1.00
DENVER GAZETTE	19.98	0.00	9.99	2	2.00
MCDONALD'S F13573	19.73	0.00	19.73	1	1.00
PODSERVE.FM	19.00	0.00	19.00	1	1.00
PCARTRIDGES	18.85	0.00	18.85	1	1.00
AMAZON.COM*NK9DY4212	18.66	0.00	18.66	1	1.00
CHICK FIL A- PENA	18.45	0.00	18.45	1	1.00
STARBUCKS D LAS	18.21	0.00	18.21	1	1.00
ST TAMMANY PARISH CLER	18.03	0.00	18.03	1	1.00
ERACTOLL 14WQXS	18.00	0.00	18.00	1	1.00
HOTELBOOKING*SERVFEE	17.99	0.00	17.99	1	1.00
AMAZON MKTPL*NK8ZU2RN0	17.98	0.00	17.98	1	1.00
AMAZON MKTPL*B025Z8F52	17.34	0.00	17.34	1	1.00
AMAZON MKTPL*B876O4UK1	16.98	0.00	16.98	1	1.00
SHELL OIL10008224015	15.91	0.00	15.91	1	1.00
FEDEX32463074	15.43	0.00	15.43	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
PAYMENTUS CORP	15.24	0.00	15.24	1	1.00
AMAZON.COM*B06XC76U2	15.15	0.00	15.15	1	1.00
AMAZON MKTPL*BT1WL6GY2	15.12	0.00	15.12	1	1.00
AMAZON MKTPL*BT6YP9RV1	15.02	0.00	15.02	1	1.00
CANVA* I04692-55328354	14.99	0.00	14.99	1	1.00
SHELL OIL 57444173207	14.00	0.00	14.00	1	1.00
AMAZON MKTPL*B005T9T32	13.78	0.00	13.78	1	1.00
TARGET 00020230	13.78	0.00	13.78	1	1.00
AMAZON MKTPL*B08VI4D21	13.59	0.00	13.59	1	1.00
CO CONV CTR PARKING	13.00	0.00	13.00	1	1.00
20TH & CHAMPA-00 OF 00	12.95	0.00	12.95	1	1.00
AMAZON.COM*BT4N38EK1	12.50	0.00	12.50	1	1.00
1200 LINCOLN PARKING	12.00	0.00	12.00	1	1.00
SQSP* DOMAIN#208759695	12.00	0.00	12.00	1	1.00
DROPBOX*JKMNRNHRY198	11.99	0.00	11.99	1	1.00
LYFT *RIDE FRI 11AM	11.90	0.00	11.90	1	1.00
AMAZON MKTPL*BT9LL8GK2	11.85	0.00	11.85	1	1.00
LYFT *RIDE TUE 11AM	11.66	0.00	11.66	1	1.00
FEDEX32462830	11.34	0.00	11.34	1	1.00
AMOCO#1826100CREIGHQPS	11.22	0.00	11.22	1	1.00
200108 - LIGHT01 OF 01	10.95	0.00	10.95	1	1.00
AMAZON MKTPL*B275M5VX0	10.74	0.00	10.74	1	1.00
KING SOOPERS #0088	10.34	0.00	10.34	1	1.00
CO SECRETARY STATE FEE	10.00	0.00	10.00	1	1.00
MSFT * E0500Y0DNK	10.00	0.00	10.00	1	1.00
AMAZON MKTPL*B07195KE2	9.99	0.00	9.99	1	1.00
SIGNUPGENIUS	9.99	0.00	9.99	1	1.00
CIRCLE K # 04585	9.90	0.00	9.90	1	1.00
EWR HAPPY CLAM - ECOM	9.51	0.00	9.51	1	1.00
AMAZON MKTPL*B81SJ6MP0	9.49	0.00	9.49	1	1.00
LYFT *RIDE FRI 7AM	8.99	0.00	8.99	1	1.00
TIGER DEN	8.88	0.00	8.88	1	1.00
AMAZON.COM*BT83V9WS1	8.84	0.00	8.84	1	1.00
FAST STOP	8.81	0.00	8.81	1	1.00
AMAZON.COM*B075Y88I2	8.66	0.00	8.66	1	1.00
ARCO 906240	8.30	0.00	8.30	1	1.00
MOORE LUMBER-CASTLE RO	8.20	0.00	8.20	1	1.00
METRO 069-GAL PL-CHNTW	8.00	0.00	8.00	1	1.00
GOOGLE *CLOUD NVFPKT	7.81	0.00	7.81	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CHEVRON 0204060	7.46	0.00	7.46	1	1.00
CO MOTOR VEHICLE SERVI	7.38	0.00	7.38	1	1.00
ARCO 906253	6.87	0.00	6.87	1	1.00
PUBLIC WORKS-PRKG METR	6.00	0.00	3.00	2	2.00
OFFICE DEPOT #2192	5.97	0.00	5.97	1	1.00
AMAZON MKTPL*NK5X45DR2	5.91	0.00	5.91	1	1.00
FAADRONEZONE	5.00	0.00	5.00	1	1.00
SMUGMUG SOURCE	3.00	0.00	3.00	1	1.00
APPLE.COM/BILL	0.99	0.00	0.99	1	1.00
ATSSA	0.00	0.05	0.00	2	2.00
FEDEX	(0.51)	0.00	(0.51)	1	1.00
FEDEX31461733	(0.52)	0.00	(0.52)	1	1.00
FEDEX30616084	(2.66)	0.00	(2.66)	1	1.00
FEDEX31932496	(7.80)	0.00	(7.80)	1	1.00
AMAZON DIGITAL SERVICE	(14.04)	0.00	(14.04)	1	1.00
HOBBY LOBBY #21	(17.73)	0.04	(5.91)	3	3.00
WYNDHAM	(35.34)	0.00	(35.34)	1	1.00
SAMS CLUB #4853	(50.00)	0.01	(50.00)	1	1.00
ASPEN MEADOWS RESORT	(83.50)	0.01	(83.50)	1	1.00
AMAZON.COM	(93.44)	0.01	(93.44)	1	1.00
SMARTSIGN	(109.91)	0.01	(109.91)	1	1.00
AMAZON MKTPLACE PMTS	(507.97)	0.06	(84.66)	6	6.00
NATIONAL STORMWATER CE	(698.00)	0.08	(349.00)	2	2.00
AMERICAN AIRLINES	(1,492.72)	0.18	(746.36)	2	2.00
WAGNER EQUIP CO CR	(1,877.87)	0.22	(938.94)	2	2.00
Total	**822,114.95**	**100.00**	**605.37**	**1,360**	**1,360.00**

Account Statement (Version 2)

Run Date: 12/01/2025

Report Id: sd11080

Posting Date: 11/01/2025 - 11/30/2025

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
CASTLE ROCK, CO 80104-2425 USA

Account Name	Transaction Count	Transaction Amount
ABBY R FITHIAN	8	2,774.84
ADIANA S ALDRIDGE	6	1,631.38
ALYSSA M DE JESUS	2	252.00
AMY J FORTNER	32	54,770.43
AMY J FORTNER 1	97	68,018.21
AMY J KNOPP	1	560.12
AMY L HENDRICKSON	2	135.96
AMY T WILLIAMS	5	3,482.20
ANDREA FARROW	1	41.20
ANDREW C STEERS	3	1,299.00
ANDREW D MCELHINNEY	2	191.00
ANGELA K WHITE	10	11,298.51
ANGELA M BYLIN	2	678.84
ANGELA N BROGLIO	6	387.19
ANNE L WALTON	5	1,965.68
ANNE WEEKLY	1	1,524.71
ANTHONY R WOLF	12	719.03
ANTONIN JURKA	1	188.00
ARIELLE J DENIS	1	55.59
ASHLEY L SCOLLARD	1	23.95
AUDRA D PETERSON	5	1,495.97

Account Name	Transaction Count	Transaction Amount
AUGUST K STEFFEN	6	1,754.17
BECKY A FISCHER	7	1,583.00
BENTON GRUBBS	6	1,661.39
BOBBY L LECOMPTE	3	275.04
BRENDA M HERRERA	3	144.60
BRIAN D FRANKLIN	3	21,070.00
BRIAN E MCKNIGHT	3	7,721.88
BRIAN K PHILLIPS	1	91.55
BRIAN MURPHY	1	1,469.70
BRITTANY E CASSELL	3	162.83
BRYNN TURNBAUGH	10	2,474.65
CALEB J WEYDERT	3	3,284.77
CAROL L KONECNY	2	528.36
CAROLINE FRIZELL	4	669.67
CAROLYN K VOLKERT	1	579.00
CELESTE M DEAL	1	64.48
CHALLAN WOODS	5	287.40
CHARLES W BUCKNER	2	1,328.30
CHRIS D MAES	2	100.00
CHRISTINA K TAYLOR	7	733.12
CHRISTINE M LYLE	3	6,458.44
CHRISTOPHER L BURNETT	8	2,678.47
CLAY A GYSIN	5	7,001.26
CODIE L WINSLOW	2	108.34
COLLEEN M VOGEL	5	1,034.96
CONRAD DAUFENBACH	3	1,195.12
CURTIS L MARSHALL	2	243.58
CYNTHIA A KIEFUS	1	75.00
CYNTHIA L ROBIDEAU	1	305.00
DALLAS DOBBS	5	3,508.21
DANIEL L BRITE	1	445.00
DANIEL W AVERY	3	707.84
DARCY WILSON	28	12,682.53
DARREN M WEEKLY	2	14.95
DAVID A WEAVER	2	1,685.00
DAVID E KNAUB	1	364.98
DAWN ZIMMERMAN	2	(213.07)
DC SHERIFFS OFFICE 1	4	1,117.71

Account Name	Transaction Count	Transaction Amount
DEAN L GRAFFT	9	3,442.58
DEANNE M STEVENSON	10	2,535.73
DEBORAH A TAKAHARA	2	95.00
DECLAN C LAWSON	13	2,739.62
DENIS NOVITSKIY	6	75.45
DEREK CASTELLANO	1	308.00
DJ BOETTCHER	1	59.57
DONALD A WAGNER	22	4,301.56
DOUGLAS COUNTY GOVT	0	0.00
DOUGLAS J DEBORD	1	93.80
DUSTIN B DOBBS	2	310.11
ELIJAH KNECHT	1	225.00
ELIZABETH A WALKER	2	1,417.87
EMILY A CORDES	2	340.62
EMILY D RILEY	1	10.34
EMILY J WRENN	1	79.99
FELICE A ENTRATTER	2	526.00
FIDEL A LEON	6	1,138.16
GABRIEL M VELASQUEZ	2	(260.07)
GARRETT BROWN	2	45.08
GEORGE BRAUCHLER	1	2.00
GEORGE P TEAL	11	18,959.37
GERARDO N RAMIREZ	4	526.86
GREGORY K MATTHEWS	3	346.78
GREGORY L LILLMARS	1	1,566.96
HANNE K SCHAUER	1	194.00
HAYLEY C HALL	6	5,285.58
HOLLY RYAN	3	294.25
J MARK LONGACHER	2	270.81
JACK W TWITE JR	3	152.04
JACQUELINE WILLIAMS	1	64.43
JANEE PETERSEN	4	153.94
JANET L PETERSON	7	127.09
JANETTE TELLER	11	1,661.43
JASON EILERS	2	786.41
JASON HAWKINS	10	2,562.54
JASON J PETALAS	14	18,764.14
JASON M WALKER	80	50,848.98

Account Name	Transaction Count	Transaction Amount
JASON S KONECNY	2	84.64
JASON ZILLMAN	5	4,082.08
JAY C WILLIAMS	4	1,742.92
JAYSON C EVANS	2	220.96
JEFFERY A GARCIA	1	234.00
JEFFREY D ULRICH	1	3.23
JEFFREY J DEHART	3	4,315.24
JEFFREY P BUDD	1	2,048.00
JENNIFER B STRINGER	6	1,762.64
JENNIFER L GOSKO	4	1,357.66
JENNIFER R OSORIO	1	76.07
JENNY M MCMILLAN	2	716.58
JEREMIAH J PETERSON	8	5,151.60
JESSE W LOVEGROVE	8	1,577.47
JESSICA SMITH	1	763.86
JOEL A ESTABROOK	12	14,080.33
JOEL T FOREMAN	2	2,577.96
JOEY D PASTORIUS	8	1,251.02
JOHN DAUM	5	743.72
JOHN J KADLEC	1	150.92
JONATHAN D FULLER	1	25.95
JONATHAN ESCOBEDO	1	23.97
JOSEPH R HARTLEY	1	145.40
JULIE A WARE	10	7,806.55
JULIE L PATEL	2	341.05
JUSTIN R PUCKETT	2	266.77
JUVAILA R PAVLICEK	2	1,417.87
K TROY DUNNING	5	570.41
K TROY DUNNING 2	1	44,915.56
KARISSA K SANDERS	4	931.84
KATHARINE R KLABON	2	29.37
KATRINA L GAINES	16	268.80
KEEGAN Q DOHENEY	1	46.66
KEENAN G SNELL	10	9,335.75
KELLY CALDWELL	1	85.50
KENNETH R GALLUP	6	1,506.20
KEVIN VAN WINKLE	2	117.74
KEVIN W BOND	5	93.62

Account Name	Transaction Count	Transaction Amount
KIRK INDERBITZEN	3	216.98
KRISTIN M RANDLETT	3	241.54
KRISTINA L MANN	4	232.00
KYLE KOWALSKI	10	3,400.24
LARA J MOONEY	4	2,201.76
LASIE L ZION	15	6,603.53
LAURA E CIANCONE	3	233.17
LAURA H SKIRDE	2	81.94
LAURA LARSON	4	3,672.07
LAUREN D STOCKTON	6	1,730.41
LEANDRA MONTOYA	4	450.80
LEETA J MCCLARD	12	3,478.68
LEONARD K HERSTEIN	1	49.73
LEWIS A FONTANA	8	334.53
LINDSAY A WILLIAMS	3	722.06
LINNANE M CARRASCO	9	2,250.69
LUCAS A DECHANT	6	6,655.93
LUKE T THORNTON	1	415.00
LYNNE A WILSON	11	1,182.24
MADISON L LENGEL	2	(1,492.72)
MAKENZIE BOYER	11	1,312.24
MALISA A GOUDY	3	7,036.18
MARIELA DONAHUE	2	88.28
MARILYN L BARTLETT	5	11,126.57
MARTHA M MARSHALL	1	5,000.00
MARY B ELLIOTT	1	117.00
MATTHEW DZIUBANSKI	12	1,859.64
MATTHEW S DUFRESNE	2	300.00
MELINDA SPAULDING	5	946.67
MELISSA A BLOODWORTH	1	1,400.00
MICHAEL R ADAM	2	708.12
MICHAEL R NICHOLAS	1	773.07
MICHAEL T ADAMS	3	489.94
MICHELLE L MANNES	4	3,129.90
MILES MCCLURE	1	53.51
MONICA DINCLER	2	335.95
MYKAYLA LONG	1	440.99
NICOLE L WATSON	2	333.00

Account Name	Transaction Count	Transaction Amount
NICOLE M DEINDOERFER	1	6.00
PARIS PERAZZO	4	1,971.71
PATRICK J COLLINS	2	1,105.00
PAULA K BOLEJACK	4	569.07
PENELOPE D GERDES	4	616.54
RACHEL M HALES	9	1,554.30
RAEANN L BROWN	2	1,099.85
RANA RASTEH	1	240.00
RAND M CLARK	1	75.00
REBECCA MACPHERSON	38	27,209.57
RICHARD J SMYTH	1	34.69
RICHARD M HARBOUR	13	3,555.24
RICHARD MICHAEL HILL	3	2,220.00
ROBERT A HOUGH	8	757.05
ROBERT D BAILIN	28	46,652.37
RONNIE DORRELL	4	1,954.11
RYAN FALKNER	2	132.28
RYAN L YEGGY	28	25,266.87
SAMANTHA R HUTCHISON	8	2,633.02
SAMUEL D BETTENCOURT	9	1,516.27
SAN J CASTILLO-JONES	17	6,855.71
SARAH A BROCK	1	66.49
SCOTT A MATSON	2	10,108.10
SEAN HICKEY	3	789.00
SETH A ALDRIDGE	5	638.46
SHANE FAULK	2	709.37
SHANE HUGHES	1	1.00
SHARON D CUNNINGHAM	2	469.99
SHARON L HINES	10	4,109.24
SHAWN M COLEMAN	6	1,814.84
SHAWNA F POTTER	27	11,229.28
SHELLY L ANDREAS	2	995.02
SKYLER SICARD	5	169.00
SONIA M STERANKO	1	352.00
SPENCER D HALES	2	12.00
STANLEY D DRINNON	2	629.01
STEPHANIE N RUSCIANO	1	18.03
STEVEN DODRILL	3	1,125.00

Account Name	Transaction Count	Transaction Amount
STEVEN S PATTERSON	3	(130.59)
STEVEN W DAVIS	1	59.98
SUSAN L QUINN	3	413.71
SUSAN N WOODRUFF	43	38,245.81
SUSAN N WOODRUFF2	11	28,513.42
TERESA Z KUTT	2	241.99
TEREZA LEWIS	4	1,431.97
THANE HOFFMAN 2	1	15,593.10
THOMAS R MUSTIN	2	28.99
TIFFANY M MCCAULEY	2	37.11
TIFFANY MARSITTO	5	502.15
TIMOTHY D HALLMARK	4	315.15
TIMOTHY G PENDLETON	1	610.00
TIMOTHY VAN NOORDT	1	149.75
TOBY B DAMISCH	1	45.00
TODD R KRANIG	14	25,722.49
TOMMY J HANSON	4	405.24
TORI THELEN	1	50.94
TRENT A DUDECK	1	194.96
TROY L CROSWHITE	22	2,818.27
TROY U MEISSNER	1	66.58
TYLER D WARD	2	910.88
TYLER J HUNTSMAN	8	466.73
VALERIE M BREWSTER	4	968.11
VICTORIA L HOFSHEIER	1	70.28
WALTER G SCHMIDT	10	3,240.97
WILLIAM STIENS	1	17.95
ZACH KALLWEIT	1	115.96
ZACHARY J BURNS	9	3,685.23
ZACHARY L ROMBERGER	6	315.43
ZACHARY VINCENT	6	1,822.30
Report Totals	**1,360**	**822,114.95**

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Codie Winslow, Chief Deputy Clerk & Recorder

DESCRIPTION: Contract for Ballot Printing & Mailing Services in the Amount of $916,000.00.

SUMMARY: This contract for services with Runbeck Elections Services, Inc. is Nine Hundred Sixteen Thousand ($916,000), the anticipated cost of preparation and printing of elections materials including ballots, envelopes, insertion and mailing for the 2026 Primary and General Elections.

RECOMMENDED ACTION: Approve

REVIEW:

Codie Winslow	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025
Sheri Davis - FYI	Notified - FYI	12/11/2025

ATTACHMENTS:

Cover Page
Douglas_County_Contract_RES_Print_Mail_2026_

MEETING DATE: December 16, 2025

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REVIEW:

Codie Winslow	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Douglas_County_Contract_RES_Print_Mail_2026_

PUBLIC CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of December, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and Runbeck Elections Services, Inc., an Arizona corporation, authorized to do business in Colorado (the "Consultant").

RECITALS

WHEREAS, the County is undertaking certain activities for preparation and printing of election materials including ballots, envelopes, insertion and mailing for 2026 elections conducted by office of the Douglas County Clerk and Recorder; 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:** Codie Winslow, (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 Agreement.

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 Agreement 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 Agreement, 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 Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is no more than Nine Hundred Sixteen Thousand ($916,000) for fiscal year 2026. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Agreement 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 Agreement shall commence as of 12:01 a.m. on January 1, 2026 and terminate at 12:00 a.m. on December 31, 2026. This Agreement, at the option of the County, may be renewed for three (3) successive terms, if notice is given to the Consultant by the County on or before December 31 of the current term. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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 Agreement 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 this Agreement; 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

Agreement, all personnel assigned by the Consultant to perform work under this Agreement 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 Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. **ASSIGNMENT:** The 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 Agreement 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 Agreement, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement 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 Agreement.

13. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Agreement 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 Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The 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 Agreement, 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 Agreement shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed, to include the costs of materials and supplies ordered, and the shipping thereof, in reasonable anticipation of performing work based upon County's direction, pursuant to the terms of this Agreement prior to the effective 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 Agreement by the Consultant.

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

by the Consultant to:	Douglas County Elections, Jack Twite Jr 125 Stephanie Place Castle Rock, CO 80109 (303) 660-7321 E-mail jtwite@douglas.co.us Attn: Jack Twite Jr
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414
and by the County to:	Runbeck Election Services, Inc. 2800 S. 36th St. Phoenix, AZ 85034 (602) 363-6458 E-mail rfidai@runbeck.net Attn: Rizwan Fidai

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 Agreement, 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 Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The

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 Agreement 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 Agreement.

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

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

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 Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

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

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

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

all the parties with the same formality as this Agreement.

26. **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 Agreement.

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

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.

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

Exhibit A
SCOPE OF SERVICES
(See attached Response to RFP 021-24)

Preparation and printing of election materials including but not limited to:

Mail ballot packets for all voters registered in Douglas County, to include ballots, voter instructions and envelopes (outgoing, reply). Including insertion of printed materials, addressing and submitting to the Denver General Mail facility, presorted to achieve the best postage pricing available for outgoing mail ballot packets.

Printing of supplies needed in the Election division office to support the election.

Printing and mailing of the TABOR notices.

Supplies for order (Ballot on Demand paper, etc.).

Exhibit B
METHOD OF PAYMENT

Quantity	Description	Price	UOM	Total Cost
300,000	Mail Ballots (8.5" x 5") without stub	$0.17	Each	$51,000.00
300,000	Mail Ballots (8.5" x 11") without stub	$0.27	Each	$81,000.00
300,000	Mail Ballots (8.5" x 14") without stub	$0.27	Each	$81,000.00
300,000	Mail Ballots (8.5" x 17") without stub	$0.28	Each	$84,000.00
300,000	Mail Ballots (8.5" x 18") without stub	$0.29	Each	$87,000.00
300,000	Mail Ballots (8.5" x 20") without stub	$0.30	Each	$90,000.00
300,000	Mail Ballots (8.5" x 22") without stub	$0.31	Each	$93,000.00
300,000	Outgoing Envelopes	$0.11	Each	$33,000.00
300,000	Reply Envelopes with security tinting	$0.13	Each	$39,000.00
2,000	UOCAVA Outgoing Envelopes	$0.11	Each	$220.00
2,000	UOCAVA Reply Envelopes	$0.13	Each	$260.00
1,000	Provisional Ballot Envelopes	$5.23	Each	$5,230.00
1	Design Fees for Mail Ballot Envelopes	$0.00	Each	$0.00
5,000	Voter Service & Polling Center Ballots (8.5" x 5") without stub	$0.17	Each	$850.00
5,000	Voter Service & Polling Center Ballots (8.5" x 11") without stub	$0.27	Each	$1,350.00

5,000	Voter Service & Polling Center Ballots (8.5" x 14") without stub	$0.27	Each	$1,350.00
5,000	Voter Service & Polling Center Ballots (8.5" x 17") without stub	$0.28	Each	$1,400.00
5,000	Voter Service & Polling Center Ballots (8.5" x 18") without stub	$0.29	Each	$1,450.00
5,000	Voter Service & Polling Center Ballots (8.5" x 21") without stub	$0.30	Each	$1,500.00
5,000	Voter Service & Polling Center Ballots (8.5" x 22") without stub	$0.31	Each	$1,550.00
300,000	Voter Instructions 8½" x 11"	$0.13	Each	$39,000.00
1	Generate Custom Reports	$0.00	Each	$0.00
1	Voided Ballot Pulls	$0.00	Each	$0.00
1	Ballot Tracking Service (optional service)	$0.06	Each	$0.06
1	Delivery of voided ballots to the County	$0.00	Each	$0.00
500	Test Deck Delivered to the County	$0.00	Each	$0.00
1	Processing fee per supplemental ballot mailing processed	$500.00	Each	$500.00
180,000	Layout, printing and mailing	$0.30	Each	$54,000.00
300,000	Ballot insertion	$0.25	Each	$75,000.00
1	Database Management	$5,250.00	Each	$5,250.00

Postal permit usage (County vs. Vendor) will be established prior to production.

Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices.

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

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

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

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

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

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

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

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

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

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

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

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

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

Special Risks or Circumstances

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

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

Rizwan Fidai

BY: _____ **ATTEST: (if a corporation)**

Printed Name Rizwan Fidai _____

Title: CRO **Title:** _____

DATE: 11/24/2025

Signature of Notary Public Required:

STATE OF Arizona)
) **ss.**
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 24 **day of** November, **20** 25, **by** Rizwan Fidai.

Witness my hand and official seal

_____
Notary Public

My commission expires: Aug 8, 2028

ALEJANDRA FRANK
Notary Public - Arizona
Maricopa County
Commission # 673045
My Comm. Expires Aug 8, 2028

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

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

By: _____
George Teal

Chair, Douglas County Commissioners

ATTEST:

By: _____
Hayley Hall

Administrative Support Specialist/Clerk to the Board, Clerk & Recorder

APPROVED AS TO CONTENT:

By: _____
Codie Winslow

Chief Deputy

DATE: _____

APPROVED AS TO CONTENT:

By: _____
Doug DeBord

County Manager

DATE: _____

APPROVED AS TO FISCAL CONTENT:

By: _____
Christie Guthrie

Director of Finance

DATE: _____

APPROVED AS TO LEGAL FORM:

By: _____
Chris Pratt

Assistant County Attorney

DATE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Megan Datwyler

Risk Manager

DATE: _____

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Laura Leary, Director

DESCRIPTION: Resolution Designating the Douglas County Holiday Schedule for 2026.

SUMMARY: A resolution to establish the Holiday Schedule for 2026

RECOMMENDED ACTION: Approve Resolution.

REVIEW:

Laura Leary	Approve	12/11/2025
Jeff Garcia	Approve	12/12/2025
Christie Guthrie	Approve	12/12/2025
Doug DeBord	Approve	12/12/2025

ATTACHMENTS:

Cover Page
2026 Holiday Schedule Agenda

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Laura Leary, Director

DESCRIPTION: Resolution Designating the Douglas County Holiday Schedule for 2026.

SUMMARY: A resolution to establish the Holiday Schedule for 2026

RECOMMENDED ACTION: Approve Resolution.

REVIEW:

Laura Leary	Approve	12/11/2025
Jeff Garcia	Approve	12/12/2025
Christie Guthrie	Approve	12/12/2025
Doug DeBord	Approve	12/12/2025

ATTACHMENTS:

2026 Holiday Schedule Agenda

RESOLUTION NO. R-025-____

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

A RESOLUTION DESIGNATING THE
2026 HOLIDAY SCHEDULE

WHEREAS, pursuant to section 30-10-109, C.R.S., the Board of County Commissioners of the County of Douglas, Colorado, is empowered to designate County holidays; and

WHEREAS, the Board of County Commissioners desires to designate the holidays on which all County offices shall be closed for the transaction of County business in the year 2026; now, therefore,

BE RESOLVED, that the Board of County Commissioners of the County of Douglas, State of Colorado, do hereby designate that all County offices shall be closed for the transaction of the County business in the year 2026 on the holidays listed on Exhibit A attached hereto and incorporated herein.

PASSED AND ADOPTED this 16th day of December, 2025, in Castle Rock, Douglas County, Colorado.

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

BY: _____
Abe Laydon, Chair

ATTEST:

_____
Hayley Hall, Deputy Clerk to the Board

EXHIBIT A:

Douglas County Government

2026 Holiday Schedule

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	Presidents Day
May 25	Monday	Memorial Day
Jun 19	Friday	Juneteenth Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26	Thursday	Thanksgiving Day
November 27	Friday	Day after Thanksgiving
December 24	Thursday	Christmas Eve – 4 Hours
December 25	Friday	Christmas Day
Floating Holiday*		

*Floating Holiday – This floating holiday may be taken anytime during the payroll year upon prior approval of the appropriate Department Official. See Section V of the Employee Handbook for specific policy information.

Generally, when a holiday falls on a Saturday, offices will be closed the preceding Friday. When a holiday falls on a Sunday, offices will be closed on the following Monday.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Jennifer A. D'Ambrosio, Community Programs Coordinator

DESCRIPTION: Denver Regional Council of Government's Request for Additional Funds SFY26 Application for Older Adult Services and Assisted Transportation in the Amount of $40,866.00 with a County Contribution of $4,541.00 for a Project Total of $45,407.00.

SUMMARY: This request is for approval of the Denver Regional County of Governments (DRCOG) Request for Additional Funds SFY26 application to provide an additional 1,116 units of older adult services and assisted transportation to Douglas County residents. The application requests $40,866 with a required County contribution of $4,541. The total cost of the project is $45,407. The term of the project is March 1, 2026, through June 30, 2026.

RECOMMENDED ACTION: Staff recommends approval of the DRCOG Request for Additional Funds SFY26 application in the amount of $40,866 with a County contribution of $4,541 for a project total of $45,407 as it complies with all federal, state and county approval standards and policies.

REVIEW:

Jennifer Eby	Approve	12/5/2025
Jeff Garcia	Approve	12/11/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025
Jennifer Eby - FYI	Notified - FYI	12/11/2025

ATTACHMENTS:

Cover Page
DRCOG Request for Additional Funds SFY26 Application Staff Report

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Jennifer A. D'Ambrosio, Community Programs Coordinator

DESCRIPTION: Denver Regional Council of Government's Request for Additional Funds SFY26 Application for Older Adult Services and Assisted Transportation in the Amount of $40,866.00 with a County Contribution of $4,541.00 for a Project Total of $45,407.00.

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REVIEW:

Jennifer Eby	Approve	12/5/2025
Jeff Garcia	Approve	12/11/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

DRCOG Request for Additional Funds SFY26 Application Staff Report

DOUGLAS COUNTY
COLORADO

Grant Application Staff Report

Date:	December 4, 2025
To:	Douglas County Board of County Commissioners
Through:	Douglas J. DeBord, County Manager
From:	Jennifer L. Eby, AICP, Director of Community Services
CC:	Jennifer A. D'Ambrosio, Community Programs Coordinator Allison E. Cutting, Supervisor, Community Services Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Subject:	**Denver Regional Council of Government's Request for Additional Funds SFY26 Application for Older Adult Services and Assisted Transportation in the amount of $40,866 with a County contribution of $4,541 for a project total of $45,407.**

Board of County Commissioners' Business Meeting **December 16, 2025 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

This request is for approval of the Denver Regional County of Governments (DRCOG) Request for Additional Funds SFY26 application to provide an additional 1,116 units of older adult services and assisted transportation to Douglas County residents. The application requests $40,866 with a required County contribution of $4,541. The total cost of the project is $45,407. The term of the project is March 1, 2026, through June 30, 2026.

II. REQUEST

Staff request approval of the DRCOG Request for Additional Funds SFY26 application in the amount of $40,866 with a County contribution of $4,541 for a project total of $45,407.

III. BACKGROUND

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026. DRCOG has made available additional funding for this agreement for the period of March 1, 2026, through June 30, 2026. Requests for this additional funding are due to DRCOG on December 17, 2025.

IV. DISCUSSION

Staff have worked with community-based service providers to identify opportunities to utilize additional funding and increase services. This request would increase the current contracts for homemaker, personal care, and assisted transportation adding 1,116 units of service. Subgrantee amendments will be executed with current partners to provide the additional services funded through this request.

Funds will be allocated as follows:

Service	Additional Units	Grant Request	County Cash Match	County In-Kind	Total Request
Assisted Transportation	350	$12,250	$0	$1,361	**$13,611**
Homemaker	383	$14,197	$1,372	$ 206	**$15,775**
Personal Care	383	$14,419	$1,150	$ 452	**$16,021**
PROJECT TOTAL	1,116	$40,866	$2,522	$2,019	**$45,407**

The required County contribution would be met through $2,522 in County cash to augment the cost of direct services and $2,019 of additional match, to include a percentage of budgeted staff salary, for a total match of $4,541.

V. RECOMMENDED ACTION

Staff recommends approval of the DRCOG Request for Additional Funds SFY26 application in the amount of $40,866 with a County contribution of $4,541 for a project total of $45,407 as it complies with all federal, state and county approval standards and policies.

ATTACHMENTS **PAGE**

DRCOG Request for Additional Funds SFY26 Application 3

DRCOG area agency on aging+
Service | Support | Advocacy

Request for Additional Funds SFY26

DRCOG is now accepting requests for Additional Funds for OAA/SFSS for the SFY26. These funds are one time only funds and are expected to be spent within the SFY26 (by June 30, 2026). Please fill out the information below to be considered for these funds. Descriptions must clearly outline how these one-time funds will be spent. If requesting funds for more than one service, fill out a separate line item for each service.

Provider Name: Douglas County

Name of Person Completing Form: Jennifer D'Ambrosio

Date: 12/4/2025

Contract Number: EX24025

Enter Additional Funds Requested Below:

#	Service	Amount Requested
1	Assisted Transportation	$ 12,250
2	Homemaker	$ 14,197
3	Personal Care	$ 14,419
4		

Enter # of Additional Units to be provided:

#	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
1						350			
2						383			
3						383			
4									

Enter # of Additional Unduplicated Clients to be served:

#	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
1						25			
2						10			
3						10			
4									

Please provide a description of your plans for spending the additional funding you are requesting. Be sure to provide a separate description for each service in your request (if requesting funds for multiple services).

Assisted Transportation: Funds will be used to help meet rising demand from new riders and increased medical and essential trip requests. Douglas County regularly has over 100 unfulfilled rides monthly, and these funds will help address that need.

Homemaker: The additional funding will be used to expand our homemaker service capacity to meet increasing demand. Douglas County currently has 12 individuals on the waitlist, and these funds will allow us to begin serving them while also accommodating new referrals as they arise.

Personal Care: The additional funding will be used to expand our personal care service capacity to meet rising demand. Providers report that these services are highly requested, and many clients are in significant need. They often adjust hours for current clients to accommodate new requests, which strains the system. Additional funds will allow us to support individuals needing temporary in-home care, especially those transitioning out of rehabilitation, without reducing services for existing clients. This will help ensure all clients receive the timely, consistent care they require.

What is your agency's plan to ensure the requested funds will be fully spent by June 30, 2026?

Assisted Transportation: Based on the current demand, Douglas County is certain that additional funds will be spent. Douglas County will work closely with providers to ensure that all funds are utilized to expand services.

Homemaker: Based on the current demand, Douglas County is certain that additional funds will be spent. Douglas County will work closely with providers to ensure that all funds are utilized to expand services.

Personal Care: Based on the current demand, Douglas County is certain that additional funds will be spent. Douglas County will work closely with providers to ensure that all funds are utilized to expand services.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Joel White, Division Chief

DESCRIPTION: 2026 Humane Society of the Pikes Peak Region Agreement for Animal Control Services in the Amount of $542,872.00.

SUMMARY: The Humane Society of the Pikes Peak Region (HSPPR) has been providing animal control services and animal cruelty investigative services to Douglas County, the Town of Larkspur, and the City of Castle Pines many years. HSPPR has requested a three percent (3%) increase in the 2026 contract amount or an additional $15,812 for officer wages and benefits to allow them to stay competitive in the market.

Due to the fact that there are no other organizations that can provide the services required by Douglas County, this agreement has not been subject to a formal RFP process.

RECOMMENDED ACTION: Request that the Board approve and sign the 2026 contract through DocuSign and approve the related funding.

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
2026 HSPPR Public Contract for Services_12022025

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Joel White, Division Chief

DESCRIPTION: 2026 Humane Society of the Pikes Peak Region Agreement for Animal Control Services in the Amount of $542,872.00.

SUMMARY: The Humane Society of the Pikes Peak Region (HSPPR) has been providing animal control services and animal cruelty investigative services to Douglas County, the Town of Larkspur, and the City of Castle Pines many years. HSPPR has requested a three percent (3%) increase in the 2026 contract amount or an additional $15,812 for officer wages and benefits to allow them to stay competitive in the market.

Due to the fact that there are no other organizations that can provide the services required by Douglas County, this agreement has not been subject to a formal RFP process.

RECOMMENDED ACTION: Request that the Board approve and sign the 2026 contract through DocuSign and approve the related funding.

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

2026 HSPPR Public Contract for Services_12022025

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "DCSO"), and the **HUMANE SOCIETY OF THE PIKES PEAK REGION**, a Colorado non-profit corporation authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities for animal control services and animal cruelty investigative services; and

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

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

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

1. LINE OF AUTHORITY: Division Chief Joel White is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Contract.

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

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.

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

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **FIVE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS ($542,872)** for fiscal year 2026. 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.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on January 1, 2026 and terminate at 12:00 a.m. on December 31, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term. Any pricing changes proposed by the Contractor for an upcoming extension are required to be submitted in writing no later than May 31st of the current contract year.

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

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

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

harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

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

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

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

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

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

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

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports

prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

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

by the Contractor to:	Douglas County Sheriff's Office Attn: Division Chief Joel White 4000 Justice Way Castle Rock, CO 80109 Telephone: 303-814-7056 E-mail: jwhite@dcsheriff.net
With a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, Colorado 80104 Telephone: 303-660-7414
and by the County to:	The Humane Society of the Pikes Peak Region Attn: Kelley Likes, President and CEO 610 Abbott Lane Colorado Springs, CO 80905 Telephone: 719-302-8778 E-mail: klikes@hsppr.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

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

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action

hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

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

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

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

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, 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:

1st This Contract, Sections 1 through 28
2nd Invitation for Bid (IFB) (if applicable)
3rd Exhibit C ~ Insurance Requirements
4th Exhibit A ~ Scope of Services
5th Exhibit B ~ Method of Payment
6th Response to Invitation for Bid (IFB) (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 Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto, and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF 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.

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

THE HUMANE SOCIETY OF THE PIKES PEAK REGION

BY: _____ ATTEST: (if a corporation)

Printed Name: Kelley Likes _____

Title: President and CEO Title: _____

DATE: 12-9-25

Signature of Notary Public Required:

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9th day of December, 2025, by Kelley Likes (name of individual).

Witness my hand and official seal

BETHANY CONNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234045957
MY COMMISSION EXPIRES DECEMBER 8, 2027

_____
Notary Public

My commission expires: 12/8/2027

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: _____
Abe Laydon, Chair

DATE: _____

ATTEST:

_____
Clerk to the Board

DOUGLAS COUNTY SHERIFF'S OFFICE

_____
Darren Weekly
Sheriff

DATE: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

DATE: _____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

DATE: _____

APPROVED AS TO LEGAL FORM:

_____
Kelly Dunnaway
Deputy County Attorney

DATE: _____

Exhibit A
SCOPE OF SERVICES

I. Contractor Services.

A. Animal Control Enforcement Services. The Contractor shall provide the following animal control enforcement services within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space:

1. Investigate all complaints related to animal control ordinances and resolutions within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space.

2. Enforce County animal control ordinances and resolutions within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space. A field enforcement officer may, at his/her discretion, return animals running at large to the owner or keeper, if known. A written citation or written warning may also, however, be issued.

3. Secure, in a legal manner, any and all evidence of suspected violations.

4. Issue citations for violations of County animal control ordinances and resolutions and testify in court when required. Any mailing program of citations must have prior written authorization from the County Attorney.

5. Subject to Subsection C below, provide sufficient personnel to perform its obligations under this Agreement.

6. Provide reports as required in this Agreement, Section G and H, to the County pertaining to the enforcement activities specified in this Agreement.

7. Pick up injured animals on County streets, roads, highways, and alleys within the unincorporated areas of the County and within the Town of Larkspur, the City of Castle Pines, and Douglas County Open Space. Contractor shall obtain reasonable, necessary, and humane care by taking the animal to the approved County facility or a veterinary clinic.

8. Provide an emergency on-call service in cooperation with the Douglas County Sheriff's Office to respond to calls concerning injured animals, those situations threatening the safety of animals or the public and where any animal must be kept for safekeeping as a result of an arrest.

9. Issue orders for the quarantine of animals pursuant to applicable County and/or other governmental animal control ordinances, resolutions, and regulations.

10. Deliver live animals impounded from the County or from the Town of Larkspur, the City of Castle Pines, or Douglas County Open Space to the shelter designated by the County.

B. Enforcement Personnel. All of Contractor's field enforcement personnel shall be adequately trained in the performance of Animal Welfare Officer duties and responsibilities as it pertains to this contract and local resolutions.

Persons employed by the Contractor shall, after certification by the contractor that such persons have received appropriate training, be designated by the County as authorized law enforcement officers vested with the authority to enforce the local animal care and control resolutions, investigate violations thereof, issue and serve citations or summons and complaints. Personnel engaged and appointed, as Animal Welfare Officers shall be included within the definition of "Peace Officer" pursuant to C.R.S. 30-15-105. All designations shall be in writing and signed by the appropriate officials of the County. Animal Welfare Officer shall not have the authority to arrest persons for violations of local resolutions or state law.

Upon request and recommendation from the Contractor, the Sheriff, at his sole discretion, can issue special commissions to enable said personnel to enforce the County or State animal care and control laws. All of Contractor's field enforcement personnel recommended for such commission shall undergo and pass a Sheriff's Office background investigation and attend at a minimum a P.O.S.T. certified reserve academy or obtain certified peace officer status through a P.O.S.T. certified academy required prior to receiving special commissions per C.R.S. 16-2.5-102 or 16-2.5-110.

The term of any person appointed as an Animal Welfare Officer or any special commission shall expire as applicable upon (1) termination of such officer's employment with the contractor or (2) termination of this contract.

All of Contractor's field enforcement personnel shall be suitably uniformed to perform the obligations contained in this Agreement. The uniforms of the Animal Welfare Officer shall not be deceptively similar to the uniforms of the Douglas County Sheriff Office.

C. Hours of Patrol. The parties recognize that, because circumstances constantly change, enforcement techniques must change from day to day. As a result, it is impossible to determine the specific number of field enforcement personnel and specific hours of enforcement activities for any given week in advance. The

Contractor shall provide approximately 1,796 hours a year per field enforcement person within the unincorporated areas of the County, the Town of Larkspur, and the City of Castle Pines and a minimum of 8,980 person-hours annually excluding mutual aid hours not authorized in advance by the County's authorized representative. No patrols shall be required to be conducted prior to dawn or after dusk; however, one animal control field enforcement person shall be on-call and available to respond to non-routine, emergent animal control incidents 24 hours a day, seven days a week.

D. Use of County Equipment. It is the Contractor's responsibility to ensure that all County-supplied vehicles and equipment are used to fulfill the obligations of this contract. The County may allow said equipment to be used for mutual aid or in other specific circumstances; however, advance approval by the County's authorized representative is required.

E. Clerical Support. The Contractor shall also provide full-time clerical support in the Douglas County animal control office(s) during regular business hours. Such support shall include, but not be limited to, answering telephone calls from Douglas County, Larkspur citizens, or the City of Castle Pines citizens concerning animal enforcement issues, call tracking, and compiling and/or assisting with the compilation of statistical data as outlined in Section G.5.

F. Training. The Contractor's enforcement personnel shall be reasonably and adequately trained by County personnel to follow and shall follow the Sheriff's Office standard communication procedures. Field enforcement personnel are the employees of the Contractor and report to the Contractor's Executive Director or his designee.

G. Records. The Contractor shall maintain records of all non-criminal activities conducted in the performance of this Agreement for a period consistent with the Contractor's records retention schedule. The records shall contain the following information:

1. Type of animal, its sex, breed, color and disposition by the Contractor, as well as the location and manner by which Contractor's field enforcement personnel came into control of the animal.

2. All citizen complaints that relate to Douglas County animal control ordinances or resolutions. The record shall identify the source and disposition of the call.

3. All vicious dog and dog bite incidents.

4. All citations and warnings issued.

5. The number of calls for service, miles driven, and impounds/dispositions.

6. Any additional information that may be mutually agreed upon by the County and the Contractor.

H. Performance Reports. The Contractor will submit monthly to the County performance reports that reflect the following information:

1. Animal control callouts by geographic code;
2. Number of animal impounds and animal dispositions;
3. Number of person-hours expended for enforcement purposes including shifts not filled due to vacancies;
4. Total miles driven for each assigned vehicle; and
5. Any additional information that may be mutually agreed upon by the County and Contractor.

A summary of the above items shall be provided to the County on a monthly basis in a format approved by the County. Not less than quarterly and within a reasonable time after submittal of the Contractor's monthly performance reports, the Contractor and the County shall meet to review the Contractor's monthly reports and the County's monthly reports.

I. Summary of Activities/Recommendations. The Contractor shall notify the County when applicable as to:

1. Problem areas in enforcement and licensing.
2. Any proposed changes in policy.
3. Any recommendations concerning fees, licenses, and County animal regulatory law.
4. Any recommendations or information related to animal control in the County that are in the best interest of the County or that may be requested by the County.

II. County Obligations. In order to enable the Contractor to provide Contractor's services under this Agreement, the County, within the Sheriff's designated authorized representative's reasonable discretion, agrees:

A. Access to Evidence Room. To provide the Contractor and its personnel with access to the Douglas County Sheriff's evidence room for the purpose of maintaining evidence as provided for in Section A.3 above.

B. Office Space. To provide and maintain, at no cost to the Contractor, office space for use by Contractor's field enforcement personnel and supervisors for purposes of administrative office(s) and meeting space reasonably necessary and convenient to the Contractor in the provision of its services hereunder. Such office(s) shall not be open to the public or required to be staffed by the Contractor.

C. Office Equipment/Furnishings/Records. To provide, at no cost to the Contractor, office equipment, furnishings, computers, modems, and access to needed databases, information systems, and other records necessary for the conduct and delivery of the Contractor's services hereunder. In the event that any incidental operating expenses such as long-distance charges, office supplies, etc. are incurred by the County on behalf of the Contractor, the Contractor will reimburse the County upon receipt of an itemized bill.

D. Training. To provide training to the Contractor's field enforcement personnel and supervisors in respect to such matters as shall be necessary and convenient to the conduct and delivery of the Contractor's services hereunder including, without limitation, communications training.

E. Field Enforcement Vehicles. The County shall provide four (4) field enforcement vehicles to the Contractor for purposes related to the performance of this Agreement. All patrol vehicles will be conspicuously marked and identified as a Douglas County animal enforcement vehicle and may have the Contractor's logo on the vehicle. Each vehicle will be equipped in such a manner so as to provide humane treatment for the animals transported. The County, at its sole expense, shall also equip the vehicles with necessary communication equipment. In the event that any communication device provided by the County to the Contractor is lost or damaged, the Contractor agrees to *reimburse* the County for the cost of the replacement equipment. Upon termination of this Agreement, all communication equipment and vehicles shall be returned to the County.

The County shall be responsible for the ownership, fueling, maintenance and insurance for said vehicles. The Contractor shall assign said vehicles to enforcement personnel, as it deems appropriate to meet the requirements under this Agreement.

F. Communications Equipment. To provide and install (as required), at no cost to the Contractor, communications equipment in the enforcement vehicles necessary and convenient to allow the Contractor's field personnel to communicate with the Douglas County Sheriff's Office. In the event that any communications device provided by the County to the Contractor is lost or damaged, Contractor agrees to reimburse the County for the cost of the replacement equipment.

G. Special Commissions. To provide special commissions to the Contractor's enforcement personnel as provided in Section I.B. above.

H. Forms. To provide, at no cost to Contractor, summons, complaint, report, and other forms necessary and convenient to the conduct and delivery of the

Contractor's services hereunder and as may be otherwise required by law, ordinance, or resolution.

I. Personnel/Equipment Back-Up. To provide, at no cost to Contractor, County personnel and back-up equipment as reasonably requested by Contractor's field enforcement personnel to the extent such personnel and equipment are available.

J. Mutual Cooperation. The County agrees to provide all reasonable cooperation and assistance for the Contractor, its officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement.

Exhibit B
METHOD OF PAYMENT

In consideration for the services to be furnished by the Contractor, the County shall pay to the Contractor the sum of $542,872 ("Contract Sum"), payable in equal monthly installments of $45,239.33 for animal control services in unincorporated Douglas County, the Town of Larkspur, and the City of Castle Pines. Payment will generally be provided to the Contractor on or before the 15th of the month for which services are being rendered, provided that an invoice has been submitted by the Contractor to enable processing within the County's standard Net 30 terms.

Any services provided which exceed those specifically outlined in this Agreement, absent written agreement between the County and Contractor, are provided at the Contractor's discretion and expense.

Exhibit C
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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 CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3) **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4) **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

The Insurance obligations under this 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 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 CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR 's insurance (at least as broad as ISO Form 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 **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 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. CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. 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 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 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 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 Dat***e prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. 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 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 CONTRACTOR to provide insurance policies

within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

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

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

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and 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.

Approved by: _____
Megan Datwyler
Risk Manager

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Joel White, Division Chief

DESCRIPTION: 2026 Intergovernmental Agreement for Law Enforcement and Animal Control Services Between the City of Castle Pines and the Board of County Commissioners of Douglas County on Behalf of the Douglas County Sheriff's Office in the Amount of $1,813,013.00.

SUMMARY: This 2026 Intergovernmental Agreement outlines the provisions pertaining to the continuation of the law enforcement and animal control services provided to the City of Castle Pines by the Douglas County Sheriff's Office for the period of January 1, 2026 through December 31, 2026.

The City of Castle Pines will pay a total of $1,813,013 which is comprised of $1,785,565 for law enforcement services and $27,448 for animal control services. The law enforcement portion will be paid to the Douglas County Law Enforcement Authority Fund and is equal to a 4.5 mill levy on the 2025 final assessed valuation of $402,891,918 for the City. The animal control portion offsets the costs incurred in the General Fund for animal control services and is based on a proportional share of the total animal control calls for service in unincorporated Douglas County, the City of Castle Pines and the Town of Larkspur in 2025.

RECOMMENDED ACTION: Request that the Board approve and sign the IGA through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
2026 City of Castle Pines_12032025

MEETING DATE: December 16, 2025

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ATTACHMENTS:

2026 City of Castle Pines_12032025

INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY,
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE,
AND THE CITY OF CASTLE PINES

THIS AGREEMENT made and entered into this ____ day of_____2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado, (hereinafter referred to as the "Board"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("the Sheriff"), and the **CITY OF CASTLE PINES**, a municipal corporationof the State of Colorado ("the City").

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S., authorizes the Board to contract with the City for the purpose of providing law enforcement by the Sheriff within the boundaries of the City; and

WHEREAS, Section 29-1-203, C.R.S., authorizes the City to enter into contracts with other governmental units for services; and

WHEREAS, since 2011, the City, Sheriff and Board have entered into annual intergovernmental agreements for the provision of law enforcement and animal control services; and

WHEREAS, the City, Sheriff, and Board desire to establish an agreement for the provision of law enforcement and animal control services for the 2026 calendar year in accordance with the terms **t**herein provided.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. **TERM**: The County shall provide law enforcement and animal control services within the boundaries of the City commencing January 1, 2026 and shall terminate on December 31, 2026.

2. **SCOPE OF SERVICES**: The type of law enforcement services to be provided by the Sheriff within the boundaries of the City shall be substantially similar to the law enforcement services provided in the unincorporated areas of Douglas County, as more specifically set forth in Exhibit A, attached hereto and incorporated herein by reference.

A. The County is hereby authorized to enforce all Castle Pines Municipal Code ordinances pertaining to the regulation of traffic and parking, the control and licensing of dogs and pet animals, and such City ordinances as may be adopted and amended from time to time (collectively, the "Ordinances").

B. The Sheriff agrees to provide enforcement of the Ordinances as may be designated from time to time by the City. In the event jail or related services are necessary in conjunction with the enforcement of such Ordinances, those services shall be subject to normal and customary fees as established by the County.

C. The City hereby confers the authority on the Sheriff to perform the services, described in Exhibit A of this Agreement, within the City and to act in all manners as the municipal police force for the City. The City confers municipal police authority on the Sheriff and such County deputies as might be engaged hereunder in enforcing City Ordinances for the purposes of carrying out this Agreement.

3. **COLLECTED FINES & PENALTIES**: As a result of enforcement services stated within Section 2A of this Agreement, the City shall be entitled to retain all revenue collected as a result of such enforcement within the City and will be responsible for subsequently paying any applicable surcharges collected to the appropriate agency.

4. **PAYMENT FOR SERVICES**: For the Scope of Services described herein, the City shall pay to the Douglas County Law Enforcement Authority Fund the total sum of $1,813,013.63 which amount is equal to a 4.5 mill levy for all of the 2025 net total taxable assessed valuation ($402,891,918) within the boundaries of the City.

The City shall also pay the Douglas County General Fund the total sum of $27,448 for animal control services. In lieu of the net property tax, auto ownership tax, and short-term rental tax collections being distributed directly to the City, such amounts shall be retained by the Board and applied to the total sum of $1,813,013.63 ($1,785,565.63 for law enforcement services and $27,448 for animal control services) until paid in full. Should actual net property tax, auto ownership tax, and short-term rental tax collections surpass the total sum of $1,813,013.63, any additional funds collected will be remitted directly to the City on the 10th of the subsequent month. Should actual net property tax, auto ownership tax, and short-term rental tax collections not be sufficient to pay the total sum of $1,813,013.63 by December 31, 2026, the City shall remit any balance due to the Douglas County Treasurer's Office no later than January 31, 2027. "Net property tax collections" is defined as the amount of current and prior year real and personal property taxes and interest collected, offset by the amount of any abated real and personal property taxes, and offset by one percent (1%) of all actual property tax collections retained by the Douglas County Treasurer's Office per Section 30-1-102, C.R.S.

5. **RECORDS & REPORTING**: All records resulting from calls for service or general routine patrol services within the City enforcement area will be managed and maintained by the Douglas County Sheriff's Office. The Sheriff shall provide the City with monthly statisticalreports reflecting calls for service and crime statistics.

6. **PROOF OF INSURANCE**: The County shall provide to the City proof of insurance coverage for losses, costs, damages, claims, actions, or liability which may arise or growout of the Sheriff's provision of police protection, law enforcement services, and animal control services under the terms of this Agreement as a result of the actions of the County, the Sheriff, their staff, deputies or agents; however, such insurance coverage shall not extend to and the County assumes no responsibility for actions of personnel, staff, representatives, agents or elected officials of the City.

7. **INDEPENDENT CONTRACTOR STATUS**: The County and the Sheriff's Office are, and shall at all times be deemed to be, an independent contractor. Any member of the Sheriff's Office assigned to fulfill contract services shall remain under the control of the Sheriff's Office and will be afforded the same employment rights and benefits as other office members. The Sheriff shall be solely responsible, assume liability for and retain all authority for rendition of services, standards of performance, control of personnel, including discipline, training, and other matters incident to the performance of services by the County through the Sheriff. Nothing in this Agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation, or any other rights accorded the County or City employees by virtue of their employment.

All Sheriff's Office personnel serving the City under this Agreement shall remain employees of the Sheriff's Office. The Sheriff shall be responsible for administering all wages, withholdings, pension, workman's compensation, unemployment benefits, dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

COUNTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS COUNTY OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS.

8. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that the City and the County, their respective council members, commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent, the CGIA imposes varying obligations or contains different waivers of immunity for cities and counties, both the City and the County agree that each will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

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

10. **ADDITIONAL SERVICES**: In the event the City desires services, in addition to the services defined in this Agreement, the City may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolutionshall be in writing.

11. **NOTICES**: Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand-delivered or sent by first-class mail, postage prepaid, to the following addresses:

To the City of Castle Pines:

City of Castle Pines
Michael Penny
City Manager
360 Village Square Lane, Suite B
Castle Pines, CO 80108

with a copy to: Linda Michow
City Attorney
Michow Guckenberger McAskin LLP
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111

To Douglas County: Division Chief Joel White
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109

with a copy to: Kelly Dunnaway
Deputy County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

12. **RENEWAL**: This Agreement may be renewed or renegotiated at the end of the term upon mutual agreement of the parties.

CITY OF CASTLE PINES:

BY:_____
Tracy Engerman, Mayor

DATE:_____

ATTEST:

_____
Tobi Duffey, City Clerk

DATE: _____

APPROVED AS TO LEGAL FORM:

_____
Linda C. Michow, City Attorney

DATE: _____

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY:

BY: _____
Abe Laydon, Chair

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
Kelly Dunnaway, Deputy County Attorney

DATE: _____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie, Finance Director

DATE:_____

DOUGLAS COUNTY SHERIFF:

_____
Darren Weekly

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

A. The Douglas County Sheriff's Office shall provide the law enforcement services as set forth in this Exhibit A:

1. Reactive patrol to enforce federal and state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the CITY's municipal court.
2. Proactive patrol to prevent and deter criminal activity.
3. Traffic patrol to enforce City traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic or movement and vehicular registration.
4. Investigation of crimes by deputies (investigators) assigned to a criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Special operations services such as canine patrol, hostage negotiations, SWAT, and bomb disposal.
6. Communications services, including call receiving, dispatch, and reports.
7. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
8. Command and support staff.
9. Administrative services including, but not limited to, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County agencies in support of the County Sheriff's Office.
10. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the City Manager or his/her designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the Sheriff, acting for the County, undertake emergency management/disaster services he or she deems necessary without prior consultation of the City representative, the City representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and regularly as needed during and after the emergency situation.
11. Liquor code compliance and enforcement and law enforcement liaison to liquor licensing authority.

B. The County shall not be required to provide enforcement of general land use, nuisance or zoning provisions. The municipal ordinances for which the County shall provide services under this Agreement include:

1. The general penalty provisions of the Municipal Code.
2. All ordinances codified in Chapter 8 (Vehicles and Traffic) of the City of Castle Pines Municipal Code.
3. All ordinances codified in Chapter 10 (General Offenses) of the City of Castle Pines Municipal Code.
4. All ordinances codified in Articles 1 (County Health-Related Offenses) and 7 (Licensing of Dogs and Pet Animals), Chapter 7 of the City of Castle Pines Municipal Code.
5. Police back-up for code enforcement in the event of a dangerous or potentially dangerous situation or encounter.
6. Information on the registration of motor vehicles or criminal histories at the request of the City Manager.
7. Service of municipal summons, complaints and penalty assessments.
8. Seizure of property related to City tax matters at the direction of City management.

C. The County shall provide all resources, personnel, training, material and equipment necessary to satisfactorily render the Services described herein.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Taylor Davis, Division Chief Support Services

DESCRIPTION: The AXON Enterprises Master Services and Purchasing Agreement is Being Restructured to Include the AXON Records Management System (RMS) and DraftOne Report Writing. This Restructuring will also Introduce Guaranteed Pricing that Remains in Effect Until February 28, 2035 in an Amount of $30,526.965.56.

SUMMARY: The Sheriff's Office has been in partnership with Tyler since 2009, with several key systems integrated into the current Tyler service agreement, including RMS, the Jail Management System (JMS), and Enterprise CAD (Dispatch). While Tyler has historically been a reliable partner, we have observed a significant decline in customer service in recent years, with IT tickets taking several months to receive responses and resolutions. Additionally, there has been a lack of innovation to assist Tyler customers in transitioning to the Artificial Intelligence era.

Through months of research and conversations with various vendors, AXON Enterprises has developed an RMS that not only incorporates AI technology but also integrates seamlessly with several existing systems that the Sheriff's Office is currently under contract with AXON Enterprises, such as Body Worn Cameras (BWC), Vehicle Cameras, and Tasers. AXON's RMS is fully cloud-based, eliminating the need for ongoing maintenance of on-premise data systems. AXON's report writing tool, DraftOne, has the potential to save a deputy up to 70% of report writing time, through a Criminal Justice Information Services (CJIS) compliant platform.

Transitioning to AXON RMS is anticipated to result in budget savings of approximately $800,000 to $1,000,000 by eliminating other applications currently in use. These saved funds would then be allocated towards the 2028 contracted increase of $1,630,192 with the remaining funding to be requested through the annual 2028 budget process for approval and adoption. The contract restructuring would be handled via Sourcewell allowing the Sheriff's Office to forego the RFP process.

Break Down of 10 Year AXON Contract Restructure:

- Feb-26 - $1,748,541.86 (Current Amount to be paid in 2026 and 2027)
- Feb-27 - $1,748,541.86
- Feb-28 - $3,378,753.23
- Feb-29 - $3,378,753.23
- Feb-30 - $3,378,753.23
- Feb-31- $3,378,753.23
- Feb-32 - $3,378,753.23
- Feb-33 - $3,378,753.23
- Feb-34 - $3,378,753.23
- Feb-35 - $3,378,753.23

Contract Value: $42,945,341.64.
Less Discounts: $12,418,376.08
Net Total Contract over 10 Years: $30,526,965.56

RECOMMENDED ACTION:

Request the Board to approve the restructuring of the AXON Enterprises service agreement (2026 to 2035) for a guaranteed total 10 year contract amount of $30,526,966

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
Axon DCSO_final

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Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Axon DCSO_final

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-750035-45995BM

Issued: 12/04/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 115238

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Douglas County Sheriff's Office - CO 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:	Tommy Hanson Phone: 303-814-7028 Email: tjhanson@dcsheriff.net Fax: (215) 597-0351

Quote Summary

Program Length	120 Months
TOTAL COST	$30,526,965.56
ESTIMATED TOTAL W/ TAX	$30,526,965.56

Discount Summary

Average Savings Per Year	$1,241,837.61
TOTAL SAVINGS	$12,418,376.08

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$1,748,541.86	$0.00	$1,748,541.86
Feb 2027	$1,748,541.86	$0.00	$1,748,541.86
Feb 2028	$3,378,735.23	$0.00	$3,378,735.23
Feb 2029	$3,378,735.23	$0.00	$3,378,735.23
Feb 2030	$3,378,735.23	$0.00	$3,378,735.23
Feb 2031	$3,378,735.23	$0.00	$3,378,735.23
Feb 2032	$3,378,735.23	$0.00	$3,378,735.23
Feb 2033	$3,378,735.23	$0.00	$3,378,735.23
Feb 2034	$3,378,735.23	$0.00	$3,378,735.23
Feb 2035	$3,378,735.23	$0.00	$3,378,735.23
Total	**$30,526,965.56**	**$0.00**	**$30,526,965.56**

Quote Unbundled Price:	**$42,946,275.00**
Quote List Price:	**$34,484,896.20**
Quote Subtotal:	**$30,526,965.56**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($557,948.44)	($557,948.44)	$0.00	($557,948.44)
100552	TRANSFER BALANCE - GOODS	1			$1.00	$861,584.91	$861,584.91	$0.00	$861,584.91
M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	120	$503.44	$372.19	$353.36	$19,717,488.00	$0.00	$19,717,488.00
C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	120	$111.62	$120.06	$123.40	$296,160.00	$0.00	$296,160.00
BWCamMBDTAP10Year	Body Wom Camera Multi-Bay Dock TAP 10 Year Bundle	1	120	$80.44	$39.98	$39.98	$4,797.60	$0.00	$4,797.60
Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	120	$292.32	$248.53	$248.53	$775,413.60	$0.00	$775,413.60
Fleet3ARe	Fleet 3 Advanced Renewal	194	60	$233.23	$189.57	$230.63	$2,684,533.20	$0.00	$2,684,533.20
Fleet3ARe	Fleet 3 Advanced Renewal	194	60	$233.23	$189.57	$189.57	$2,206,594.80	$0.00	$2,206,594.80
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11			$64.00	$64.00	$704.00	$0.00	$704.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11			$64.00	$64.00	$704.00	$0.00	$704.00
50295	AXON INTERVIEW - SERVER - PRO	2			$5,413.00	$5,413.00	$10,826.00	$0.00	$10,826.00
50295	AXON INTERVIEW - SERVER - PRO	2			$5,413.00	$5,413.00	$10,826.00	$0.00	$10,826.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15			$209.00	$209.00	$3,135.00	$0.00	$3,135.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	15			$985.00	$985.00	$14,775.00	$0.00	$14,775.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15			$209.00	$209.00	$3,135.00	$0.00	$3,135.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	15			$985.00	$985.00	$14,775.00	$0.00	$14,775.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	11			$2,532.00	$2,532.00	$27,852.00	$0.00	$27,852.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	11			$2,532.00	$2,532.00	$27,852.00	$0.00	$27,852.00
H00001	AB4 Camera Bundle	1			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	120		$78.76	$0.00	$0.00	$0.00	$0.00
102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	120		$1,514.57	$0.00	$0.00	$0.00	$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		$36.83	$36.83	$8,839.20	$0.00	$8,839.20
12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	120		$275.00	$275.00	$33,000.00	$0.00	$33,000.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	120		$31.50	$31.50	$41,580.00	$0.00	$41,580.00
73638	AXON STANDARDS - LICENSE	78	120		$12.12	$12.12	$113,443.20	$0.00	$113,443.20
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	120		$124.80	$124.80	$224,640.00	$0.00	$224,640.00
73681	AXON RECORDS	78	120		$47.25	$47.25	$442,260.00	$0.00	$442,260.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	120		$25.20	$25.20	$1,406,160.00	$0.00	$1,406,160.00
BasicLicense	Basic License Bundle	66	120		$18.17	$18.01	$142,639.20	$0.00	$142,639.20
ProLicense	Pro License Bundle	12	120		$54.52	$54.03	$77,803.20	$0.00	$77,803.20
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$0.00	$0.00	$0.00	$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			$30,000.00	$29,680.69	$29,680.69	$0.00	$29,680.69
100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1			$35,000.00	$35,000.00	$35,000.00	$0.00	$35,000.00

85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11		$5,000.00	$5,000.00	$55,000.00	$0.00	$55,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11		$5,000.00	$5,000.00	$55,000.00	$0.00	$55,000.00
100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	12	$17,333.70	$17,333.70	$208,004.40	$0.00	$208,004.40
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1		$300.00	$1,540,500.00	$1,540,500.00	$0.00	$1,540,500.00
A la Carte Warranties								
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	18	$7.78	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	120	$0.00	$0.00	$0.00	$0.00	$0.00
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	18	$1.26	$0.00	$0.00	$0.00	$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	120	$9.33	$0.00	$0.00	$0.00	$0.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	120	$0.61	$0.00	$0.00	$0.00	$0.00
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	120	$10.06	$0.00	$0.00	$0.00	$0.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11		$464.00	$464.00	$5,104.00	$0.00	$5,104.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11		$464.00	$464.00	$5,104.00	$0.00	$5,104.00
Total						**$30,526,965.56**	**$0.00**	**$30,526,965.56**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	02/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	02/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	02/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100126	AXON VR - TACTICAL BAG	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	12	2	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	410	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	110	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	20	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100748	AXON VR - CONTROLLER - TASER 10	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	13	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101294	AXON VR - TABLET	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101300	AXON VR - TABLET CASE	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	19	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	12	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101886	SIGNAL SENSOR	465	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101889	AXON SIGNAL - BATTERY - CR2032	465	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100126	AXON VR - TACTICAL BAG	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101294	AXON VR - TABLET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101300	AXON VR - TABLET CASE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	02/01/2026
Fleet 3 Advanced 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	26	1	02/01/2026
Fleet 3 Advanced 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	26	1	02/01/2026
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	26	1	02/01/2026
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	26	1	02/01/2026
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	1	02/01/2026
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	02/01/2026
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	1	02/01/2026
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	1	02/01/2026
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1400	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	3720	1	08/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	08/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1390	1	08/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	3720	1	08/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	08/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	08/01/2027
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	480	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	59	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	19	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1400	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	3720	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	19	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	19	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	19	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1390	1	08/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	3720	1	08/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	08/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	08/01/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	480	1	06/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	59	1	06/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	465	1	08/01/2030
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	20	1	08/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	19	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	19	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	19	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	19	1	02/01/2031

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	02/01/2031
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	02/01/2031
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	02/01/2031
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	02/01/2031
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	26	1	02/01/2031
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	194	1	02/01/2031
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	02/01/2031
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	1	02/01/2031
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	02/01/2031
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	1	02/01/2031
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	1	02/01/2031
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	1	02/01/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	1	1	12/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	480	1	12/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	59	1	12/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	19	1	08/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	19	1	08/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	19	1	08/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	19	1	08/01/2033
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	08/01/2033
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	08/01/2033
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	08/01/2033
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	08/01/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	1	1	06/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	480	1	06/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	59	1	06/15/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	26	1	02/01/2036
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	02/01/2036
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	194	1	02/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	66	03/01/2026	02/29/2036
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	66	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101705	AXON FUSUS - LICENSE - PRO USER	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1500	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	2	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20370	AXON VR - USER ACCESS - FULL VR	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73618	AXON COMMUNITY REQUEST	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73638	AXON STANDARDS - LICENSE	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73681	AXON RECORDS	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	4650	03/01/2026	02/29/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73739	AXON PERFORMANCE - LICENSE	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	465	03/01/2026	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	20	03/01/2026	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	20	03/01/2026	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20370	AXON VR - USER ACCESS - FULL VR	20	03/01/2026	02/29/2036
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	26	03/01/2026	02/29/2036
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	26	03/01/2026	02/29/2036
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	26	03/01/2026	02/29/2036
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	52	03/01/2026	02/29/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	194	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	194	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	194	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	388	03/01/2026	02/28/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	36	03/01/2026	02/29/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	12	03/01/2026	02/29/2036
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	03/01/2026	02/29/2036
A la Carte	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	03/01/2026	02/29/2036
A la Carte	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	03/01/2026	02/29/2036
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	03/01/2026	02/29/2036
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2026	02/29/2036
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	03/01/2026	02/29/2036
A la Carte	73638	AXON STANDARDS - LICENSE	78	03/01/2026	02/29/2036
A la Carte	73681	AXON RECORDS	78	03/01/2026	02/29/2036
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	03/01/2026	02/29/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	194	03/01/2031	02/29/2036
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	194	03/01/2031	02/29/2036
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	194	03/01/2031	02/29/2036
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	388	03/01/2031	02/29/2036

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	465
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	31
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	465
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	465
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	20
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	20
Fleet 3 Advanced 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	26
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	26
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	26
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	194

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	194
A la Carte	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1
A la Carte	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	15	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	465	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	59	03/01/2026	02/29/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	194	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	03/01/2026	02/28/2031
A la Carte	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	03/01/2026	02/29/2036
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11		
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	03/01/2026	02/29/2036
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	03/01/2026	02/29/2036
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	03/01/2026	09/14/2027
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	03/01/2026	09/14/2027
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	19	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100213	AXON VR - EXT WARRANTY - TABLET	19	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	12	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	19	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	19	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	02/01/2027	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	02/01/2027	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	02/01/2027	02/29/2036
BUNDLE - TASER 10 CERTIFICATION PRO 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	02/01/2027	02/29/2036
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	26	02/01/2027	02/29/2036
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	26	02/01/2027	02/29/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	194	03/01/2031	02/29/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	03/01/2031	02/29/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4000 Justice Way	Castle Rock	CO	80109-7802	USA
2	4000 Justice Way	Castle Rock	CO	80109-7802	USA
2	4000 Justice Way	Castle Rock	CO	80109-7802	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$1,673.27	$0.00	$1,673.27
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 1	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$9,944.19	$0.00	$9,944.19
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$244.01	$0.00	$244.01
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$244.01	$0.00	$244.01
Annual Payment 1	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 1	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$1,577.65	$0.00	$1,577.65
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$1,987.84	$0.00	$1,987.84
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$422.58	$0.00	$422.58
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$10,739.50	$0.00	$10,739.50
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$149.88	$0.00	$149.88
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$149.88	$0.00	$149.88
Annual Payment 1	50295	AXON INTERVIEW - SERVER - PRO	2	$517.57	$0.00	$517.57
Annual Payment 1	50295	AXON INTERVIEW - SERVER - PRO	2	$517.57	$0.00	$517.57
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$706.36	$0.00	$706.36
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$706.36	$0.00	$706.36
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$1,331.54	$0.00	$1,331.54
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$1,331.54	$0.00	$1,331.54
Annual Payment 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 1	73638	AXON STANDARDS - LICENSE	78	$5,423.45	$0.00	$5,423.45
Annual Payment 1	73681	AXON RECORDS	78	$21,143.40	$0.00	$21,143.40
Annual Payment 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$1,418.96	$0.00	$1,418.96
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$33.66	$0.00	$33.66
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$33.66	$0.00	$33.66
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 1	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$73,647.64	$0.00	$73,647.64
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$2,629.42	$0.00	$2,629.42
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$2,629.42	$0.00	$2,629.42
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$67,225.16	$0.00	$67,225.16
Annual Payment 1	BasicLicense	Basic License Bundle	66	$6,819.24	$0.00	$6,819.24
Annual Payment 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$229.35	$0.00	$229.35
Annual Payment 1	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$14,158.69	$0.00	$14,158.69

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$37,070.68	$0.00	$37,070.68
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	194	$105,492.05	$0.00	$105,492.05
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	194	$128,341.13	$0.00	$128,341.13
Annual Payment 1	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 1	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$942,646.14	$0.00	$942,646.14
Annual Payment 1	ProLicense	Pro License Bundle	12	$3,719.59	$0.00	$3,719.59
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	$861,584.91	$0.00	$861,584.91
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($557,948.44)	$0.00	($557,948.44)
Total				**$1,748,541.86**	**$0.00**	**$1,748,541.86**

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$2,024.89	$0.00	$2,024.89
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 2	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$12,033.90	$0.00	$12,033.90
Annual Payment 2	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$295.29	$0.00	$295.29
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$295.29	$0.00	$295.29
Annual Payment 2	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 2	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$1,909.18	$0.00	$1,909.18
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$2,405.57	$0.00	$2,405.57
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$511.38	$0.00	$511.38
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$12,996.33	$0.00	$12,996.33
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$181.37	$0.00	$181.37
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$181.37	$0.00	$181.37
Annual Payment 2	50295	AXON INTERVIEW - SERVER - PRO	2	$626.33	$0.00	$626.33
Annual Payment 2	50295	AXON INTERVIEW - SERVER - PRO	2	$626.33	$0.00	$626.33
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$854.79	$0.00	$854.79
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$854.79	$0.00	$854.79
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$1,611.35	$0.00	$1,611.35
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$1,611.35	$0.00	$1,611.35
Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 2	73638	AXON STANDARDS - LICENSE	78	$6,563.15	$0.00	$6,563.15
Annual Payment 2	73681	AXON RECORDS	78	$25,586.53	$0.00	$25,586.53
Annual Payment 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$1,717.15	$0.00	$1,717.15
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$40.73	$0.00	$40.73
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$40.73	$0.00	$40.73
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 2	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$89,124.16	$0.00	$89,124.16
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$3,181.97	$0.00	$3,181.97
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$3,181.97	$0.00	$3,181.97
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$81,352.04	$0.00	$81,352.04

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	BasicLicense	Basic License Bundle	66	$8,252.25	$0.00	$8,252.25
Annual Payment 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$277.56	$0.00	$277.56
Annual Payment 2	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$17,134.09	$0.00	$17,134.09
Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$44,860.81	$0.00	$44,860.81
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	194	$127,660.43	$0.00	$127,660.43
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	194	$155,311.12	$0.00	$155,311.12
Annual Payment 2	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 2	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$1,140,736.43	$0.00	$1,140,736.43
Annual Payment 2	ProLicense	Pro License Bundle	12	$4,501.23	$0.00	$4,501.23
Total				**$1,748,541.86**	**$0.00**	**$1,748,541.86**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 3	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 3	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 3	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 3	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 3	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 3	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 3	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 3	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 3	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 3	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 3	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 3	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 3	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 3	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 4	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 4	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 4	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 4	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 4	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 4	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 4	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 4	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 4	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 4	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 4	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 4	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 4	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 4	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80

Feb 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 5	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 5	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 5	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 5	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 5	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 5	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 5	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 5	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 5	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 5	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 5	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 5	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 5	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 5	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 6	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 6	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 6	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 6	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 6	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 6	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 6	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 6	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 6	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 6	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 6	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 6	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 6	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 6	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 6	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 7	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 7	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00

Feb 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 7	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 7	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 7	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 7	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 7	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 7	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 7	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 7	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 7	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 7	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 7	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 7	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 7	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 8	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 8	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 8	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 8	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 8	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 8	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 8	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 8	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 8	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 8	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 8	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 8	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 8	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 8	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 8	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 9	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 9	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 9	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 9	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 9	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 9	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26

Feb 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 9	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 9	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 9	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 9	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 9	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 9	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 9	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 9	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 9	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 9	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Feb 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	1	$3,912.73	$0.00	$3,912.73
Annual Payment 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	488	$0.00	$0.00	$0.00
Annual Payment 10	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	$23,253.29	$0.00	$23,253.29
Annual Payment 10	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	465	$0.00	$0.00	$0.00
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	11	$570.59	$0.00	$570.59
Annual Payment 10	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	$0.00	$0.00	$0.00
Annual Payment 10	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$3,689.15	$0.00	$3,689.15
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	11	$4,648.32	$0.00	$4,648.32
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$988.15	$0.00	$988.15
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	15	$25,113.02	$0.00	$25,113.02
Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	15	$350.47	$0.00	$350.47
Annual Payment 10	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 10	50295	AXON INTERVIEW - SERVER - PRO	2	$1,210.26	$0.00	$1,210.26
Annual Payment 10	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 10	50298	AXON INTERVIEW - CAMERA - OVERT DOME	15	$1,651.73	$0.00	$1,651.73
Annual Payment 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64
Annual Payment 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	11	$3,113.64	$0.00	$3,113.64

Feb 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	194	$0.00	$0.00	$0.00
Annual Payment 10	73638	AXON STANDARDS - LICENSE	78	$12,682.08	$0.00	$12,682.08
Annual Payment 10	73681	AXON RECORDS	78	$49,441.26	$0.00	$49,441.26
Annual Payment 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$3,318.07	$0.00	$3,318.07
Annual Payment 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	11	$78.70	$0.00	$78.70
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	596	$0.00	$0.00	$0.00
Annual Payment 10	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	194	$0.00	$0.00	$0.00
Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	7	$0.00	$0.00	$0.00
Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Annual Payment 10	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	$172,216.03	$0.00	$172,216.03
Annual Payment 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	11	$6,148.58	$0.00	$6,148.58
Annual Payment 10	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	465	$157,197.85	$0.00	$157,197.85
Annual Payment 10	BasicLicense	Basic License Bundle	66	$15,945.96	$0.00	$15,945.96
Annual Payment 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$536.33	$0.00	$536.33
Annual Payment 10	C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	20	$33,108.44	$0.00	$33,108.44
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	26	$86,685.25	$0.00	$86,685.25
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	194	$300,110.11	$0.00	$300,110.11
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	194	$246,680.28	$0.00	$246,680.28
Annual Payment 10	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Annual Payment 10	M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	465	$2,204,263.17	$0.00	$2,204,263.17
Annual Payment 10	ProLicense	Pro License Bundle	12	$8,697.80	$0.00	$8,697.80
Total				**$3,378,735.23**	**$0.00**	**$3,378,735.23**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-524067, Q-664557, Q-738273, Q-738906, Q-726524

Agency is terminating those contracts effective 3/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $303,636.47

All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - INUS350109 - 6/1/2025 - $3,300.00

Outstanding Invoice - INUS370516 - 8/20/2025 - $98,116.48

Outstanding Invoice - INUS376065 - 9/9/2025 - $22,642.95

Outstanding Invoice - INUS370826 - 8/21/2025 - $1,403,764.59

Docusign Envelope ID: 193BC05C-A6D9-43DF-A378-F5B01BDA5C5C

Signature

Date Signed

12/4/2025

Docusign Envelope ID: 193BC05C-A6D9-43DF-A378-F5B01BDA5C5C

STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON RECORDS AND STANDARDS FOR DOUGLAS, CO CSO ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255

Docusign Envelope ID: 193BC05C-A6D9-43DF-A378-F5B01BDA5C5C

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1. PROJECT OVERVIEW

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1. SOFTWARE

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

AXON RECORDS	▸ Attachments ▸ Audit Trail ▸ Axon DataStore ▸ Case Management ▸ Configurable Forms and Fields ▸ Crimes, Productivity, and Cases Analytics ▸ Distribution Management ▸ Employee Management ▸ Expungement ▸ Field Interviews ▸ Incident Reporting ▸ Master Index Alerts ▸ Master Location Index ▸ Master Name Index	▸ Master Vehicle Index ▸ Colorado NIBRS State Reporting ▸ Physical Property & Evidence Entry ▸ Print Auditing ▸ Records Requests ▸ Redaction ▸ Restrictions ▸ Sealing ▸ Search ▸ Supplements ▸ User permission Management ▸ Warrants ▸ Bookings ▸ Permits
AXON STANDARDS	▸ Attachments ▸ Citizen Compliant ▸ Configurable Forms and Fields ▸ Early Intervention (EIS) ▸ Early Intervention (EIS) and Use of Force Analytics ▸ Internal Affairs Investigative Case Management	▸ Internal Complaint ▸ Redaction ▸ Restrictions ▸ Use of Force ▸ Vehicle Collision ▸ Vehicle Pursuit

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2. DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Douglas, CO CSO who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
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	Event that constitutes completion of work as listed in Attachment A
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
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design|Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.

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Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
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 the Third-Party Products and Services section
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

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
- Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- Third-party products and services costs related to the vendors or agency's side of the integration
- Changes made by the agency after configuration is complete

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2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- The access to the DataStore includes read-only access to prescribed views of data which are made available from the entry of data using the Axon Records User Interface.
- Axon provides the agency with a data dictionary and/or other appropriate documentation.
- Axon provides the following analytics reports as part of the Records system: Crimes, Arrests, Productivity, Property & Evidence, Stolen & Recovered Property, Stolen & Recovered Vehicles, and Cases
- Axon provides the following analytics reports as part of the Standards system: Use of Force/Response to Resistance, Vehicle Pursuit, Vehicle Collision, Productivity, Case Management, Complaints & Inquiry and EIS
- If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 AXON CONFIGURATIONS

- To utilize certain systems, no integration is necessary; however, access to the Axon Records DataStore is required. This access may necessitate action by the customer, their third-party vendor, or Axon. Axon will furnish credentials/access to the Axon Records DataStore. It is understood that any work or changes associated with creating queries to access the data are the responsibility of the customer or their vendor, and Axon bears no liability in this regard. The Axon Records DataStore is provided on an as-is basis, and any requests for custom views, queries, or connections will be subject to review within the standard change order process.
    - Axon will connect the DataStore to the Accurint Crime Mapping tool.
- Below is a partial list of additional forms that Douglas, CO CSO may request to add to the Axon system. These forms are used

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by officers and investigators to supplement their Incident Reports/Case in the RMS:

2.4 READINESS

- Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.5 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the selected method is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 15 users per session depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful training and assists the agency's trainers in creating the course and training schedule.

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SCHEDULE:

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.

2.6 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

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3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

3.1 AGENCY INTERFACES

3.1.1 Records | Tyler CAD | Call For Service: Axon will import Call For Service (CFS) information from the Tyler CAD system. Ingested CFS data will be used to automatically create a shell Incident Report (TASK) in Axon Records, assigned to the responding/primary officer from the CAD CFS Event. This integration may (depending on CAD Vendor technologies) pull in related NCIC inquiry returns if attached/incorporated within the CFS Event Data, into the CFS Side Panel within the Axon Records Incident Report. Additional customization and workflows may be added to ingest CFS Data and will be specified in Interface Requirement Documentation after Agency Discovery sessions. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.2 Records | Idemia Livescan | AFIS: Axon will export as determined by a workflow, Axon Records Arrest/Booking data will be extracted to include personally identifiable information, case and charge information, and associated metadata. The data extracted will be transformed into a format compatible with the AFIS LiveScan system. Specific data points, triggers, and cadence will be determined during the Requirements Phase of the project.

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3.1.3 **Records | Brazos | Citation:** Axon will import citation data from the Brazos system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Citation standalone form will automatically finalize upon import. The Citation data ingested from the 3rd party product will include only that data visible within the Citation standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Citation (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.4 **Records | Brazos| Vehicle Impound/TOW Interface:** Axon will build an interface with the Brazos system that will import vehicle data from the Tyler Brazos Tow system, which will be inserted into a Vehicle Impound Form. This new custom form inside of Axon Records will become a searchable repository for impounded vehicles, and vehicle data will be matched or ingested as new into the master vehicle index for easy search and later use on other Incident reports. Specific data points, time and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.5 **Records | VENDOR TBD | Collision:** Axon will import collision data from the VENDOR system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Collision standalone form will automatically finalize upon import. The Collision data ingested from the 3rd party product will include only that data visible within the Collision standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Collision Report (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.6 **Records | Rubi Reports| Online Reporting:** Axon will build an interface with Citizen Online Reporting from Rubi Reports) solution where Axon will import citizen-authored reports from the online portal into an Axon Incident Report

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in Axon Records. These reports may be assigned to a specific workflow/inbox monitored by an identified person/team for final review/acceptance. The report types, associated offenses/charges, person data, vehicles, property, and related attachments, are documented and aligned during the build and configuration of both the online report and Axon Records Incident Reports.

3.1.7 Records | NIBRS | State Reporting: Axon RMS will comply with Federal and State National Incident Based Reporting System (NIBRS) guidelines and requirements to ensure accurate reporting within acceptable state thresholds. Axon will facilitate data submission based off state specifications via web service integration or manual export and upload. NIBRS Certification is a separate requirement and timeline from Final MCR that will be determined in collaboration with the Agency's Records Department, the Axon Compliancy Team, and State UCR/NIBRS Program.

3.1.8 Records | LInX | Data Export: Axon will enable the export of Axon Records data to (LInX) which is a regional Intel platform. This interface utilizes the Axon Records DataStore and whereby the data aggregator (LInX) is expressly provided access to the agency data based on a data sharing agreement. There is a single endpoint for this interface.

3.1.9 Records | Tyler Tech Civil Serve | Data Import: As determined by a workflow, the interface extracts relevant case and incident data from the Axon Records system to include; persons, incidents, evidence, case details, and other relevant metadata. The extracted data is transformed into a format compatible with the Tyler Civil Serve system. This transformation might involve mapping data fields and converting the data into a standardized format that can be seamlessly integrated with the national data sharing system. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.10 Records | DA's Office "Action" System | Data Export: As determined by a workflow, the interface extracts relevant case and incident data from the Axon Records system to include; persons, incidents, evidence, case details, and other relevant metadata. The extracted data is transformed into a format compatible with the DA's "Action" system. This transformation might involve mapping data fields and converting the data into a standardized format that can be seamlessly integrated with the national

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data sharing system. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.11 Records | Lexis Nexis Lumen| Data Sharing: As determined by a workflow, the interface extracts relevant case and incident data from the Axon Records system to include; persons, incidents, evidence, case details, and other relevant metadata. The extracted data is transformed into a format compatible with the Lumen system. This transformation might involve mapping data fields and converting the data into a standardized format that can be seamlessly integrated with the national data sharing system. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.12 Records | Lexis Nexis Accurint| Data Sharing: As determined by a workflow, the interface extracts relevant case and incident data from the Axon Records system to include; persons, incidents, evidence, case details, and other relevant metadata. The extracted data is transformed into a format compatible with the Accurint system. This transformation might involve mapping data fields and converting the data into a standardized format that can be seamlessly integrated with the national data sharing system. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.13 Records | Force Metrics| Data Sharing: As determined by a workflow, the interface extracts relevant case and incident data from the Axon Records system to include; persons, incidents, evidence, case details, and other relevant metadata. The extracted data is transformed into a format compatible with the Force Metrics system. This transformation might involve mapping data fields and converting the data into a standardized format that can be seamlessly integrated with the national data sharing system. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.14 Records | Tyler Corrections | Data Export: Incident/Arrest/Booking data will be exported from Axon Records to the Tyler Corrections LERMs PreBook endpoint. The data will include Case number, location, charge information, along with PII for the Arrested Subject. The integration will require documentation provided by the

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Tyler team, along with a test environment and professional services resources from Tyler to deliver the solution. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.15 Records | Tyler LERMs Indexes | Data Import (not bi-directional as LERMs is the source of truth): Flags and Alerts from the Tyler LERMs Indexes will be ingested into Axon Records to update the associated Master Person Index in Records. Flags and Alerts from LERMs will be aligned with the Flags functionality within Records via a mapping process. Documentation and professional services resources from Tyler LERMs team, along with a testing environment will be required to deliver this Inbound Integration of Flags and Alerts. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.1.16 Records | Tyler LERMs Indexes | Data Export (not bi-directional as LERMs is the source of truth): Flags along with the corresponding MNI from the Axon Records Indexes will be exported to the Tyler LERMs system for the purpose of updating the associated Master Person Index in Tyler LERMs. LERMs FLAGs will be aligned with Flags functionality within Records via a mapping process. Documentation and professional services resources from Tyler LERMs team, along with a testing environment will be required to deliver this outbound Integration of Flags to LERMs. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

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4 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 the data in .bacpac file format 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.

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.

4.1 DESCRIPTION OF ROLES AND RESPONSIBILITES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

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- 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 reviews are critical to 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.

4.2 AGENCY DATA CONVERSIONS

4.2.1 Tyler | Records Data Conversion: Axon will convert all Incidents, Cases, and Supplements from Tyler to Axon Records.

4.2.2 Beast | Records Data Conversion: Axon will convert all Physical Property & Evidence from the Beast Property & Evidence management system into Axon Records.

4.2.3 IAP/ BT | Standards Data Conversion: Axon will convert legacy Use of Force, Collision, Pursuit, Complaint, and Internal Affairs Investigation reports from IAP/BT into Axon Standards.

The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

4.3 LEGACY SOFTWARE UPDATES

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and

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Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.

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5 THIRD-PARTY PRODUCTS AND SERVICES

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

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is 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:

5.1 COMMSYS –

- Included within this project are products and services from CommSys for the purposes of connecting to and conducting transactions with state and/or regional information providers.
- The agency agrees to provide a CJIS-compliant server and operating environment for hosting of the CommSys software and make remote connectivity available to Axon as required to install, configure, and test the software and its integration with Axon products. The minimum technical requirements are:
  - 1.5 GHz 32 or 64-bit dual core processor, 4GB RAM, 120GB Hard Drive, Video Adapter and Monitor with a 1280x1024 resolution and 256 colors, TCP/IP LAN Network connectivity to any client and software components on same or separate hardware, Established connectivity to a CJIS Interface
  - Microsoft Operating System (32 or 64-bit), Microsoft Windows Server 2012 R2 with Microsoft SQL Server 2014 and higher

5.2 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- Included within this project is software that allows integrations within the agency’s local environment to communicate with Axon’s cloud hosted environment.
- The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
  - Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
  - 64-bit Operating System with .NET Framework 4.7.2 or above

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- 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
- A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.

5.3 GIS

Axon incorporates a multi-tenant, Axon-hosted ArcGIS Enterprise instance for certain GIS functions along with our existing ArcGIS Online solution. This new infrastructure meets our customers' stringent requirements for high availability GIS data in mission-critical uses.

5.3.1 GIS TERMINOLOGY

Feature Layer: A single map layer that can be created from a Map Service or Feature Service, ArcGIS Online or ArcGIS Enterprise portal items, or from an array of client-side features. The layer can be either a spatial (has geographic features) or non-spatial (table).

GIS FUNCTIONS	ARCHITECTURE	RATIONALE
VECTOR TILE MAPS	ArcGIS Online (Uses Axon-hosted as backup)	ArcGIS Online's AWS CloudFront architecture is fast and reliable
SATELLITE IMAGERY	ArcGIS Online	ArcGIS Online's AWS CloudFront architecture is fast and reliable
ROUTING SERVICE	Axon ArcGIS Enterprise	Axon routing service has higher availability and offers an SLA
ADDRESS SUGGESTION SERVICE	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
GEOLOCATION SERVICES	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
CUSTOMER FEATURE LAYERS	Axon's ArcGIS Online account	For customers without ArcGIS Online account, customer provides layer files to Axon, and Axon hosts in Axon's ArcGIS Online account, and owns and manages layer URL
	Customer ArcGIS Online account	Customer hosts (and controls) layer content in their own ArcGIS Online account, and provides layer URL and an Access Key to Axon

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	Axon ArcGIS Enterprise (not supported yet)	Customers provides layer files to Axon, and Axon hosts layers in Axon's ArcGIS Enterprise deployment, and owns and manages layer URLs. Axon validates that the feature layer is safe to publish and optimized. See the guide on this feature for more details.
	Customer web server (not supported yet)	Customer hosts (and controls) layer content on their own web server, provides layer URL to Axon. Axon monitors customer web server to assess availability and make recommendation to customer about its suitability for hosting layers in mission critical applications like CAD and RMS.

Geocoding: Also called address geocoding, this is the process of taking a text-based description of a location, such as an address or the name of a place, and returning geographic coordinates, frequently latitude/longitude pair, to identify a location on the Earth's surface.

Reverse Geocoding: A process that converts geographic coordinates to a description of a location, usually the name of a place or an addressable location. Geocoding relies on a computer representation of address points, the street / road network, together with postal and administrative boundaries.

Routing: Routing services allow you to perform several types of spatial analysis on transportation networks, such as finding the best route across a city, finding the closest emergency vehicle or facility, identifying a service area around a location, or servicing a set of orders with a fleet of vehicles.

Basemaps: Serves as a reference map on which you overlay data from layers and visualize geographic information. An individual basemap can be made of multiple feature, raster, or web layers.

Geocoder: A web service which provides geocoding information. Customers can define their own and expose them as APIs.

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5.3.2 AXON GIS COMPONENTS AND ARCHITECTURE

The ArcGIS Online service does not offer an SLA for many of their components. Because ArcGIS Online does not offer an SLA, Axon cannot ensure consistent performance if an agency opts to use ArcGIS Online for any of its GIS services.

The exception to this is the ArcGIS Online Map Tiles and Satellite Imagery, which are static assets hosted on reliable modern Content Delivery Networks (CDN) by ESRI. By leveraging their CDN-hosted assets, map render time and performance are dramatically improved. However, in the unlikely event that ArcGIS Online map tiles become unavailable, Axon has the ability to switch to a backup copy running on Axon's servers. Due to the massive size of satellite imagery, Axon currently does not offer a backup copy of the satellite imagery at this time but may consider this for future requests.

When accessing Map Tiles and Satellite Imagery, no customer data (such as addresses or GPS coordinates) are sent to 3rd party services.

5.3.3 GIS REQUEST FLOW

For Axon to host your feature layers in our ArcGIS Online account, we require two key items:

A complete set of layer configuration files for each layer as enumerated below, with all files for all layers bundled into a single .zip file

The numbered list describing the stacking order in which the layers should be applied when selected by end users file requirements for Layer Configuration

Agencies requiring Axon to host their feature layers must send layer files to their Axon representative in a single .zip file with optional internal folder structure. For each layer, agencies should include files as follows:

5.3.4 GIS REQUIRED LAYERS

Shapefile (.shp extension) to represent spatial vector data, including points, lines, and polygons in a map

Index File (.shx extension) to represent shape index position

dBASE File (.dbf extension) to store attribute data and object IDs

5.3.5 GIS OPTIONAL LAYERS

Projection File (.prj extension) to specify the metadata associated with the shapefiles coordinate and projection system

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XML Metadata File (.xml extension) to represent the metadata associated with the shapefile

Spatial Index File (.sbn extension) to optimize and speed up spatial queries, used with .sbx files

Spatial Index File (.sbx extension) to optimize and speed up spatial queries, used with .sbn files

Code Page File (.cpg extension) to describe the encoding applied to create the shapefile

5.3.6 GIS LAYER EXAMPLES

HighwayExits.cpg	5 bytes	TextEdit
HighwayExits.dbf	77 KB	TextEdit
HighwayExits.prj	567 bytes	Document
HighwayExits.sbn	2 KB	Document
HighwayExits.sbx	204 bytes	Document
HighwayExits.shp	5 KB	ESRI S...cument
HighwayExits.shp.xml	12 KB	XML
HighwayExits.shx	2 KB	Document

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6 NIBRS CERTIFICATION

Axon works in partnership with the agency to complete the NIBRS certification process with the state. Axon trains appropriate personnel within the agency to perform corrective action to Incident Reports, and ensure representative data is captured in alignment with NIBRS reporting standards.

The NIBRS certification process includes:

- Training agency personnel on the processing and critical review stages of all generated incident reports to ensure required NIBRS reporting compliance data is captured
- Training agency personnel to perform periodic checking and submission preparation audit of the incidents which contain NIBRS reporting data
- Training agency personnel to conduct a monthly NIBRS export report of the incidents to the state in the manner determined by the state
- Working with the agency to update codes, statutes, entity relationships, and any unmatched data the state rejects as part of the NIBRS test submission process through certification

6.1 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces, data conversion, and NIBRS state and federal certification. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.

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7 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

1. Integrations
2. Data Conversions
3. NIBRS Certification

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8 PROJECT MANAGEMENT

8.1 MANAGEMENT RESOURCES

8.1.1 Axon Team

- Executive Sponsor: An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- Program Manager: The dedicated point of contact and person responsible for successful deployment.
- Business Analyst: One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- Solution Architect: the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- Customer Success Manager: Holds responsibility for post-implementation and ongoing support.
- Training Specialist: Provides training to the agency on the applications being deployed.

8.1.2 Agency Team

- Executive Sponsor: This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- Project Manager: This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- Integrations Manager: This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- IT Administrator: This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.

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- **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
- **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

8.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

8.3 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.

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8.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

8.5 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 7 calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven (7) calendar days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.

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9 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.
- Provide Axon with all CJIS background check requirements at project initiation.
- The agency agrees to pay for licenses upon completion of Go-Live.

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10 SUPPORT

- Axon provides on-site Go-Live support the week the agency begins using the software.
- Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- Axon provides an Onsite Technical Account Manager(s) to provide onsite technical support to the agency for 1 year. See Attachment C for more information.
- Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.

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11 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC		AGENCY	
Signature:	Signed by: Robert Driscoll 33DAEBB131A4424...	Signature:	
Name:	Robert Driscoll	Name:	
Title:	Deputy General Counsel	Title:	
Date:	12/5/2025 | 12:59 PM MST	Date:	
		Agency Name:	

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ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Douglas, CO CSO:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on: _____ day of _____, 20___

Signature: _____

Signature Date: _____

Printed name: _____

Title: _____

Email: _____

Agency Name: _____

SAMPLE

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ATTACHMENT B – PROJECT CHANGE ORDER

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: _____
	Agency Name: _____

SAMPLE

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ATTACHMENT C – AXON TECHNICAL ACCOUNT MANAGER

AXON TAM ONSITE RESPONSIBILITIES

- Axon Technical Account Manager (TAM) Payment: Axon invoices for Axon TAM services as outlined in the quote when the TAM commences work onsite at the agency.
- Full-Time TAM Scope of Services:
  - The fulltime TAM works onsite four (4) days per week from 0900 – 1700.
  - The TAM is employed by Axon and adheres to all Axon policies and procedures.
  - In the event there is a need to replace the TAM, Axon coordinates with the agency to outline timing and interim coverage.
  - Agency is responsible for ensuring the TAM has a dedicated office space to work. The office space needs to be secure, allowing for storage of electronic devices.
  - Agency needs to set-up appropriate access control procedures for the TAM. The onsite TAM requires building and parking access to ensure effective utilization. The TAM completes CJIS background clearance process to facilitate access controls.
  - The agency's Axon support team works with the agency to define its support needs and ensures the full-time TAM has the skills to align with those needs. There may be up to a three (3) month waiting period before the full-time TAM can work onsite, depending upon the agency's needs and availability.

The full-time TAM professional services can include, but is not limited to the following:

ONGOING SYSTEM UPDATES AND CONFIGURATIONS	• Manage software releases.
	  • Reviews release note with appropriate users/administrators to provide insight on new features and functionality (particularly capabilities that relate to known organization pain points).
	  • Coordinate agency testing of new features and functionalities.

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	▸ Manage release communications (begin/end/rollback/ cancellations/postponements) with administrators. ▸ Coordinate in the event of an outage. ▸ Facilitate or train on configuration changes. ▸ Coordinate with DRS training team on larger feature/system upgrades
ACCOUNT MAINTENANCE	▸ Outage communications and follow-up ▸ After action report (ARR) reviews ▸ Conduct monthly executive reviews with agency and Axon regarding Axon DRS products
DIRECT SUPPORT	▸ Onsite Troubleshooting ▸ Troubleshoot agency issues in real-time. ▸ Gather product questions and feedback from users. ▸ Triaging and overseeing MyAxon Support cases. ▸ Conduct MyAxon Support case review meetings. ▸ Directly engage with software support engineers, data analyst, and NIBRS specialists/NIBRS support engineer ▸ Prioritize feature requests/enhancements. ▸ Coordinate with software support engineers ▸ Actively participate in and successfully execute internal support processes and protocols for day-to-day functions. ▸ Follow internal flowcharts to assist and streamline agency support needs. ▸ Assist with agency trainings. ▸ Customized support analytics ▸ Collaborative onsite troubleshooting for complex issues that may require direct involvement from the Axon software engineering team.

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AGENCY ADVOCACY	▸ Liaison between the agency and Axon ▸ Helps drive pre-Go-Live deliverables to completion. ▸ Representative for the agency when participating in internal customer triage meetings/planning sessions
SUBJECT MATTER EXPERTISE	▸ Serves as an agency subject matter expert on DRS products for the following: ▸ Troubleshoot and assist with reported issues. ▸ Bridge knowledge gaps for agency personnel on new functions ▸ Work with the agency to understand product adoption and workflow change needs. ▸ Help agency personnel to become subject matter experts in their respective areas (records, investigations, patrol, crime analysis, property & evidence, etc.) ▸ Work with agency on any post-Go-Live needs for DataStore or form builder

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement 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. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

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use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

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19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signed by:
Robert Driscoll
55DAEBB131A4424...

Signature: _____

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 12/5/2025 | 12:59 PM MST

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

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4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer 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 Community Request, 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.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

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Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional 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 the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer 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 Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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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 Customer'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 Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. 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. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer'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 Customer 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 Customer'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 Customer; 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.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer 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 Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer 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 Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer 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

   4.3. **Restrictions.** Customer 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

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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.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer 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.

7.2 **Restrictions.** Customer 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.

7.3 **Updates.** If Customer 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. Customer 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.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, 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 Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer 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, 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. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. 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 Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. 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 the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.

2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

3. **Full-Time TAM Scope of Services.**

   3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   3.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**

   4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   4.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the

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Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

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Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

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BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY
BY:

_____
Abe Laydon
Chair

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE:
_____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
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:_____

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

DESCRIPTION: Seventh Amendment to the Allied Universal Security Services Public Contract for Services for 2026 Justice Center and County Building Security in the Amount of $1,222,726.00

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
7) Lansing Point

This Seventh Amendment utilizes the final one-year renewal option and extends the agreement for the period of January 1, 2026 through December 31, 2026, provides pay increases for the contracted staff to retain and recruit employees in the current market, and increases the Maximum Contract Liability from $1,206,532 to $1,222,726.

Adequate funding is anticipated to be appropriated in the 2026 adopted budget for the Sheriff's Office and Facilities Management, and separate purchase orders will be processed accordingly upon approval of the Seventh Amendment.

RECOMMENDED ACTION: Request that the Board approve and sign the Seventh Amendment through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
Allied 7th Amendment_12022025

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

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Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Allied 7th Amendment_12022025

SEVENTH 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 SEVENTH AMENDMENT to the AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2025, 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 of four (4) successive one-year renewal options to extend the Agreement for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, the Second Amendment utilized the second of four (4) successive one-year renewal options to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the Third Amendment the County and the Contractor revised Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 3, Section 3, COMPENSATION and Section 4, MAXIMUM CONTRACT LIABILITY with regards to the Wilcox, Miller Buildings and Garage only; and

WHEREAS, the Fourth Amendment the County and the Contractor revised Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 7, Section 3, COMPENSATION and Section 4, MAXIMUM CONTRACT LIABILITY with regards to the Lansing Circle location only; and

WHEREAS, the Fifth Amendment utilized the third of four (4) successive one-year renewal options to extend the Agreement for the period of January 1, 2025 through December 31, 2025 and the County and the Contractor revised Section 1, LINE OF AUTHORITY, Section 3, COMPENSATION, Section 4, MAXIMUM CONTRACT LIABILITY and Section 17, NOTICES; and

WHEREAS, the Sixth Amendment revised Section 3, COMPENSATION and Section 4, MAXIMUM CONTRACT LIABILITY; and

WHEREAS, the County and the Contractor now desire to utilize the final one-year renewal options to extend the Agreement for the period of January 1, 2026 through December 31, 2026; and

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

WHEREAS, the County and Contractor further desire to revise Section 4, MAXIMUM CONTRACT LIABILITY and;

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

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

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

1. 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.

2. 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 TWO HUNDRED AND TWENTY-TWO THOUSAND SEVEN HUNDRED AND TWENTY-SIX DOLLARS ($1,222,726)*** for fiscal year 2026. 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.

3. Section 5, TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on ***January 1, 2026 and terminate at 12:00 a.m. on December 31, 2026***.

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

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

ALLIED UNIVERSAL SECURITY SERVICES

BY: _____

Printed Name: JEREMY MARTINEZ

Title: RDO

DATE: DECEMBER 3, 2025

Signature of Notary Public Required:

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 3 day of December 2025, by JEREMY MARTINEZ (name of individual signing document).

Witness my hand and official seal

BECKY JO AVERY
Notary Public
State of Colorado
Notary ID # 20234042707
My Commission Expires 11-13-2027

Becky Jo Avery
Notary Public

My commission expires: 11-13-2027

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY
BY:

_____
Abe Laydon
Chair

DATE:_____

DOUGLAS COUNTY SHERIFF'S OFFICE
BY:

_____
Darren Weekly
Sheriff

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE:_____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

DATE:_____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
Kelly Dunnaway
Deputy County Attorney

DATE:_____

Exhibit B
METHOD OF PAYMENT

PAY RATES AND BILL RATES FOR 2026 - JUSTICE CENTER FACILITIES											
	Hourly Rate Paid to Employee	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
Supervisor #1 (Account Manager)	$ 32.80	$ 47.07	43.51%	40	$ 1,882.80	2,080	10	10	100.0	1,980.00	$ 93,198.60
Supervisor #2 Tier 1	$ 24.75	$ 35.64	44.00%	40	$ 1,425.60	2,080	10	11	110.0	1,970.00	$ 70,210.80
CSO	$ 23.75	$ 34.20	44.00%	170	$ 5,814.00	8,840	10	10	425.0	8,415.00	$ 287,793.00
CSO - North Entrance	$ 23.75	$ 34.20	44.00%	50	$ 1,710.00	2,600	10	11	137.5	2,462.50	$ 84,217.50
CSO - After Hours/Weekend*	$ 23.75	$ 34.20	44.00%	53	$ 1,812.60	2,756				2,756.00	$ 94,255.20
CSO - Holidays*	$ 23.75	$ 34.20	44.00%	N/A	N/A	100				100.00	$ 3,420.00
Total JC Facility 2026 Cost				*353*	*$ 12,645.00*	*18,456*			*772.5*	*17,683.50*	*$ 633,095.10*
HRSS	$ 23.75	$ 34.20	44.00%	45	$ 1,539.00	2,340	9	11.5	103.5	2,236.50	$ 76,488.30
Sheriff's Office Total (JC and HRSS)				*398*	*$ 14,184.00*	*20,796*			*876.0*	*$ 19,920.00*	*$ 709,583.40*

**Per contract, holiday adjustments are not applicable for the weekday after-hours, weekend, and holiday coverage*

PAY RATES AND BILL RATES FOR 2026 - OTHER COUNTY FACILITIES											
	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	$ 24.75	$ 35.64	44.00%	45	$ 1,603.80	2,340	8	11.5	103.5	2,236.50	$ 79,708.86
Wilcox, Miller Bldgs and Garage	$ 23.75	$ 34.20	44.00%	75	$ 2,565.00	3,900	8	11.5	172.5	3,727.50	$ 127,480.50
Park Meadows Motor Vehicle Office	$ 23.75	$ 34.20	44.00%	45	$ 1,539.00	2,340	9	11.5	103.5	2,236.50	$ 76,488.30
Highlands Ranch Motor Vehicle Office	$ 23.75	$ 34.20	44.00%	45	$ 1,539.00	2,340	9	11.5	103.5	2,236.50	$ 76,488.30
Human Services Building	$ 23.75	$ 34.20	44.00%	45	$ 1,539.00	2,340	9	11.5	103.5	2,236.50	$ 76,488.30
Lansing Point	$ 23.75	$ 34.20	44.00%	45	$ 1,539.00	2,340	9	11.5	103.5	2,236.50	$ 76,488.30
Total Other Facilities Annual Cost				*300*	*$ 10,324.80*	*15,600*			*690.0*	*14,910.00*	*$ 513,142.56*
Grand Total - 2026 Costs				*698*	*$ 24,508.80*	*36,396*			*1,566.0*	*34,830.0*	*$ 1,222,725.96*

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

DESCRIPTION: 2026 Second Amendment to Trinity Services Group for Inmate Food Services in an Amount Not to Exceed $872,200.00.

SUMMARY: On November 10, 2020, the Board of County Commissioners awarded RFP #026-20 for inmate food services to Tiger Correctional Services. The initial contract period was December 1, 2020 through December 31, 2021 with two one-year options to renew. Due to several contract issues, on December 5, 2023, the Board of County Commissioners waived the RFP requirement to enable Trinity Services Group to be in place on or before January 1, 2024.

This Second Amendment exercises the final of the two one-year renewals options and includes a 3.8% CPI increase in the costs per meal. The contract period is January 1, 2026, through December 31, 2026.

RECOMMENDED ACTION: Request that the Board approve the amendment through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
2026 Second Amendment Trinity Services Group_12022025

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

DESCRIPTION: 2026 Second Amendment to Trinity Services Group for Inmate Food Services in an Amount Not to Exceed $872,200.00.

SUMMARY: On November 10, 2020, the Board of County Commissioners awarded RFP #026-20 for inmate food services to Tiger Correctional Services. The initial contract period was December 1, 2020 through December 31, 2021 with two one-year options to renew. Due to several contract issues, on December 5, 2023, the Board of County Commissioners waived the RFP requirement to enable Trinity Services Group to be in place on or before January 1, 2024.

This Second Amendment exercises the final of the two one-year renewals options and includes a 3.8% CPI increase in the costs per meal. The contract period is January 1, 2026, through December 31, 2026.

RECOMMENDED ACTION: Request that the Board approve the amendment through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

2026 Second Amendment Trinity Services Group_12022025

SECOND 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 TRINITY SERVICES GROUP, INC.

THIS SECOND AMENDMENT to the **PUBLIC CONTRACT FOR SERVICES** (the "Agreement") is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County"), on behalf of **THE DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO") and **TRINITY SERVICES GROUP, INC.**, a Corporation authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities for providing food services for inmates housed within the Douglas County Sheriff's Office Detentions Facility; and

WHEREAS, in the Request for Proposal (RFP) No. 026-20, the County solicited proposals to provide food services for inmates housed in the Douglas County Detention Facility, and, as a result of the RFP and the updated information requested, desires to establish a contract with the Contractor for the period of January 1, 2024, through December 31, 2024; and

WHEREAS, the County and the Contractor entered into a public service contract dated December 5, 2024 for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the First Amendment utilized the first of two (2) successive one-year renewal options to extend the Agreement for the period of January 1, 2025 through December 31, 2025 and revised Section 1, LINE OF AUTHORITY and Section 17, NOTICES; and

WHEREAS, the County and the Contractor now desire to utilize the final one-year renewal options to extend the Agreement for the period of January 1, 2026 through December 31, 2026; and

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

WHEREAS, the County and Contractor further desire to revise Section 4, MAXIMUM CONTRACT LIABILITY and;

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

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

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

1. 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.

2. 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 ***EIGHT HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED DOLLARS ($872,200)*** for fiscal year 2026. 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.

3. Section 5, TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on ***January 1, 2026 and terminate at 12:00 a.m. on December 31, 2026***.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

TRINITY SERVICES GROUP, INC.

BY: James M. Perry

Printed Name: James M. Perry

Title: Senior Vice President

DATE: 12/3/2025

ATTEST: (if a corporation)

_____

Title: _____

Signature of Notary Public Required:

STATE OF Missouri)
)ss.
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 3rd day of Dec., 2025, by James M. Perry (name of individual signing document).

Witness my hand and official seal

MARY ROBENOLT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 12, 2028
ST. LOUIS COUNTY
COMMISSION #16812451

_____
Notary Public
My commission expires: 8/12/2028

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY:

BY:_____
Abe Laydon
Chair

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE: _____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
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 B
2026 Standard Menu Cost Scale
Hot Breakfast, Hot Lunch, Hot Dinner
Based Upon 3,400 Average Calories Daily

Weekly Average Meals Per Service	Price Per Meal
200-219	***$2.877***
220-239	***$2.726***
240-259	***$2.599***
260-279	***$2.492***
280-299	***$2.401***
300-319	***$2.321***
320-339	***$2.251***
340-359	***$2.190***
360-379	***$2.135***
380-399	***$2.086***
400-419	***$2.043***
420-439	***$2.009***
440-459	***$1.977***
460-479	***$1.948***
480-499	***$1.922***
500-519	***$1.899***
520-539	***$1.877***
540-559	***$1.856***
560-579	***$1.837***
580-599	***$1.820***

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

DESCRIPTION: Fourth Amendment - Wellpath, LLC for 2026 Inmate Medical Services Maximum Contract Liability in the Amount of $5,625,750.00.

SUMMARY: On December 6, 2022, the Board of County Commissioners approved an agreement with Wellpath for 2023 inmate medical services which included four one-year extension options. This proposed Fourth Amendment utilizes the third of those extension options for services beginning January 1, 2026 through December 31, 2026.

The new base contract amount of $5,625,750 includes an overall CPI increase of 3.0% ($153,813) and includes staffing adjustments.

Adequate funding is included in the 2026 Adopted Budget

RECOMMENDED ACTION: Recommend that the Board approve the Fourth Amendment through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
2026 Wellpath 4th Amendment_12022025

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Philip Domenico, Division Chief

DESCRIPTION: Fourth Amendment - Wellpath, LLC for 2026 Inmate Medical Services Maximum Contract Liability in the Amount of $5,625,750.00.

SUMMARY: On December 6, 2022, the Board of County Commissioners approved an agreement with Wellpath for 2023 inmate medical services which included four one-year extension options. This proposed Fourth Amendment utilizes the third of those extension options for services beginning January 1, 2026 through December 31, 2026.

The new base contract amount of $5,625,750 includes an overall CPI increase of 3.0% ($153,813) and includes staffing adjustments.

Adequate funding is included in the 2026 Adopted Budget

RECOMMENDED ACTION: Recommend that the Board approve the Fourth Amendment through DocuSign

REVIEW:

Darren Weekly	Approve	12/9/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

2026 Wellpath 4th Amendment_12022025

FOURTH 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 WELLPATH, LLC

THIS FOURTH AMENDMENT to the AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO"), and **WELLPATH, LLC,** a Limited Liability Corporation authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities for providing healthcare services to inmates housed at the Douglas County Sheriff's Office Detention Facility; and

WHEREAS, the County solicited a Request for Proposal (RFP) No. 026-21 and a related refresh, the County solicited proposals to provide comprehensive healthcare administration, medical, pharmaceutical, mental health, and dental health services to inmates housed at the Douglas County Sheriff's Office Detention Facility, and, as a result of the RFP, established a contract with the Contractor for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, on June 23, 2023, a First Amendment to update the insurance requirement was approved by the Board of County Commissioners; and

WHEREAS, the Second Amendment utilized the first of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the Third Amendment utilized the second of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2025 through December 31, 2025, revised Section 1, LINE OF AUTHORITY, Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1, Section 3 COMPENSATION, Section 4, MAXIMUM CONTRACT LIABILITY, Section 17, NOTICES and replaced Exhibit D, Insurance Requirements; and

WHEREAS, the County and the Contractor now desire to utilize the third of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the County and the Contractor also desire to revise Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1; and

WHEREAS, the County and the Contractor further desires to revise Section 3, COMPENSATION; and

WHEREAS, the County and the Contractor further desires to revise Section 4, MAXIMUM CONTRACT LIABILITY; and

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

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

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

1. Section 2, **SCOPE OF SERVICES:** ***All tables in Exhibit A-1 and Exhibit B-1 have been replaced with the tables attached hereto and incorporated herein.*** All remaining terms and conditions of Exhibit A and Exhibit B 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 C, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

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 ***FIVE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY Dollars ($5,625,750)*** annually to include the base contract amounts, any per diem costs, costs to paid by the Contractor on behalf of the County for outside medical costs and costs associated with HIV medications, Hepatitis C medications, and hemophiliac medications as outlined in ***the updated*** Exhibit C***, and MAT Program medications***. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Any pricing changes proposed by the Contractor for an upcoming extension are required to be submitted in writing no later than May 31st of the current contract year.

4. Section 5, **TERM** of the Agreement is now modified as follows: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on ***January 1, 2026*** and terminate at 12:00 a.m. ***December 31, 2026***.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

WELLPATH, LLC

BY: _____ ATTEST: (if a corporation)

Printed Name: _____ _____

Title: _____ Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
)ss.
COUNTY OF _____)

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

_____(name of individual signing document).

Witness my hand and official seal

_____
Notary Public
My commission expires: _____

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

BY:

_____
Abe Laydon
Chair

DATE:_____

DOUGLAS COUNTY SHERIFF'S OFFICE

_____
Darren Weekly
Sheriff

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE:_____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

DATE:_____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
Kelly Dunnaway
Deputy County Attorney

DATE:_____

Exhibit A1
STAFFING MATRIX (EXCLUDING MAT PROGRAM STAFFING)

Wellpath RN and LPN Staffing for the Douglas County Detention Facility – ADP of 425									
Day Shift									
POSITION	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/ WK**	**FTE**
H.S.A., RN	8	8	8	8	8			40	1.00
Director of Nursing	8	*8*	8	8	8			*40*	*1.00*
Medical Director	8							8	0.20
Mid-Level Provider NP/PA			8		8			*16*	*0.40*
Administrative Assistant	8	8	8	8	8			40	1.00
RN	24	*24*	24	24	24	24	24	*168*	*4.20*
LPN	12	12	12	12	12	12	12	84	2.10
Psychiatrist					8			*8*	*0.20*
Psychiatric Nurse Practitioner	10		10					20	0.50
Mental Health Coordinator	8	*8*	8	8	8			*40*	*1.00*
Mental Health Professional (Licensed Behavioral Health Practitioner)	10	10	20	10	10	10	10	80	2.00
Medical Assistant	8	*8*	8	8	8			*40*	*1.00*
Medical Records/Accreditation	8		8		8			24	0.60
Dentist			8					*8*	*0.20*
Dental Assistant			8					8	0.20
Total Hours/FTE - Day								***624***	***15.6***
Night Shift									
POSITION	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/ WK**	**FTE**
RN	12	12	12	12	12	12	12	84	2.10
LPN	12	*12*	12	12	12	12	12	*84*	*2.10*
Total Hours/FTE - Night								168	4.2
TOTAL HOURS/FTE - WEEKLY								***816***	***19.80***

Exhibit B1
MAT PROGRAM STAFFING MATRIX

Wellpath MAT Staffing for the Douglas County Detention Facility									
POSITION	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/ WK**	**FTE**
MAT RN Coordinator/Med Pass		9	9	9	9			36	0.90
Mid-Level Provider	8		8		8			*24*	*0.60*
LPN MAT – Med Pass	12	12	12	12	12	12	12	84	2.10
TOTAL HOURS/FTE - WEEKLY								***144***	***3.6***

Exhibit C
METHOD OF PAYMENT

Base Contract Amount - The Contractor will charge the County a base contract amount total of $4,783,309.35 payable in twelve (12) monthly installments of $398,609.11 for inmate healthcare services from ***January 1, 2026 through December 31, 2026***. The Contractor shall submit an invoice on the first of each month for which services are being rendered to Douglas County, and payment shall be made by the County within thirty (30) days of receipt of billing.

The fee is based on an average daily population of up to 425 inmates, with the understanding that Work Release inmates are included in the average daily population figures but are expected to manage their own foreseeable medical needs with minimal involvement from the medical unit and are allowed and expected to leave the facility to obtain treatment from community health care centers. Work Release inmates may, however, require medical, pharmaceutical, mental health, or dental care while confined in the Detention Facility.

Per Diem Amount - When, in any calendar month, the average daily population (ADP) of the facility (not including work release inmates or inmates not in the facility due to temporary releases to other facilities including hospitals or other agencies) exceeds 425, the County shall pay the Contractor a per diem rate of $2.92 for each inmate exceeding 425 in addition to the above monthly rate. In the event that the ADP in any calendar month falls below 400, the Contractor will credit the County on a subsequent invoice a per diem rate of $2.92 for the number of inmates below the ADP of 400.

Off-Site Services - In addition to the base contract amount above, the Contractor shall submit an invoice on a monthly basis for off-site services as outlined in the Exhibit A, Section 25. The invoice shall be summarized by category of expenditure to be reimbursed, and the supporting documentation is to be itemized and should include, but not necessarily be limited to, the inmate's name and number, the date of service, the type of service, the provider's name, the original charge, and the reduced rate actually paid on behalf of the County.

Hemophiliac, Hepatitis C, and HIV Medications – The Contractor shall also submit an invoice on a monthly basis for the cost of hemophiliac medications, Hepatitis C medications, and HIV medications administered to County inmates during the preceding month. The invoice is to be itemized and should include the inmate's name and number, the date(s) the medication was administered, the medication, and the cost. Such costs are not the responsibility of the Contractor and will be reimbursed within 30 days from the date the invoice was received.

MAT Program – The Contractor will charge the County for MAT Program staffing in the amount of $497,598.82 payable in twelve (12) monthly installments of $41,466.57 which will be invoiced separately from the above. The Contractor shall submit an invoice on the first of each month for which services are being rendered. The Contractor shall also submit a separate invoice by no later than the 15th of the following month for the cost of MAT Program medications administered.

Credit for Personnel Shifts Not Filled –

1. ***Base Contract*** - In the event that the Contractor was unable to fill a vacant shift, the Contractor shall credit the next month's invoice for the number of hours not staffed in accordance with Exhibit A, Section 2, and Exhibit A1 based upon the following table:

Position	Fully Loaded Rates (Salaries + Benefits)
RN HSA	$70.56
Medical Director	$283.26
NP	$77.28
RN – Charge Nurse (Day Shift)	$61.91
RN – Charge Nurse (Night Shift)	$65.23
RN (Day Shift)	$55.71
RN (Night Shift)	$59.02
LPN (Day Shift)	$43.30
LPN (Night Shift)	$46.61
Administrative Assistant	$33.28
Medical Assistant/Medical Records Clerk	$31.45
Mental Health Coordinator	$58.56
Mental Health Professional	$51.92
Psychiatrist	$290.26
Psychiatric NP	$121.26
Dentist	$115.23
Dental Assistant	$35.16

2. ***MAT Program*** – In the event that the Contractor was unable to fill a vacant MAT Program shift, the Contractor shall credit a subsequent MAT Program invoice for the number of hours not staffed in accordance with Exhibit B, Section 1, and Exhibit B1 based upon the following table:

Position	Fully Loaded Rates (Salaries + Benefits)
Mid-Level Provider NP/PA	$77.28
LPN MAT Med Pass/Detox Rounds	$54.84

Invoicing – All invoices are to be addressed as follows (preferably by email):

Douglas County Sheriff's Office Detentions Division
ATTN: Detentions Administrative Secretary
4000 Justice Way
Castle Rock, CO 80109
detentionadmin@dcsheriff.net

with a copy to: Douglas County Sheriff's Office Budget & Logistics
ATTN: Budget & Logistics Division
4000 Justice Way
Castle Rock, CO 80109
dcsoaccountspayable@dcsheriff.net

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Mike Wise, Sr. Manager Application Services

DESCRIPTION: Harris Corrections Offender 360 Enhancements in the Amount of $100,000.00.

SUMMARY: Seeking approval for enhancements to the Offender360 with Harris Corrections. This solution supports the client and case management functions of the Community Justice Services department. The requested enhancements will improve efficiency, accuracy, and overall user satisfaction. The purchase in the amount of $100,000 is budgeted from the tech fund 800900.

RECOMMENDED ACTION: Approve the Harris Corrections Offender 360 Enhancements in the Amount of $100,000.

REVIEW:

John Huber	Approve	12/2/2025
Jeff Garcia	Approve	12/5/2025
Christie Guthrie	Approve	12/5/2025
Doug DeBord	Approve	12/11/2025
Suzi Woodruff - FYI	Notified - FYI	12/11/2025

ATTACHMENTS:

Cover Page
Harris Corrections SOSA 2025-03 100,000 11.26.2026_Final

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Mike Wise, Sr. Manager Application Services

DESCRIPTION: Harris Corrections Offender 360 Enhancements in the Amount of $100,000.00.

SUMMARY: Seeking approval for enhancements to the Offender360 with Harris Corrections. This solution supports the client and case management functions of the Community Justice Services department. The requested enhancements will improve efficiency, accuracy, and overall user satisfaction. The purchase in the amount of $100,000 is budgeted from the tech fund 800900.

RECOMMENDED ACTION: Approve the Harris Corrections Offender 360 Enhancements in the Amount of $100,000.

REVIEW:

John Huber	Approve	12/2/2025
Jeff Garcia	Approve	12/5/2025
Christie Guthrie	Approve	12/5/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Harris Corrections SOSA 2025-03 100,000 11.26.2026_Final

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-03
Harris Corrections Solutions Inc.

THIS SCOPE OF SERVICES AGREEMENT ("SOSA") is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **HARRIS CORRECTIONS SOLUTIONS INC**., authorized to do business in Colorado (the "Consultant"). The County and the Consultant are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into an active Master Services Agreement dated November 13, 2023, (the "MSA") for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like the Consultant to provide product feature development and custom software changes to the Offender360 applications. These changes are based on enhancements requested and defined between Douglas County and Harris Corrections; and

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

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the Parties.

2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.

3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **One Hundred thousand dollars and zero cents ($100,000.00**). The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

4. **TERM:** It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:01 a.m. on **December 1, 2025**, and terminate at 11:59 p.m. on **December 31, 2026**. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

Exhibit 1 – Scope of Work (SOW)

1. Scope of Services

Harris Corrections ("HCOR") shall collaborate with the Authorized Representative of Douglas County ("County"), or an individual designated by the Authorized Representative, to perform the professional services described herein. HCOR's responsibilities are limited to the specific development and testing services defined in this Scope of Work.

2. Background

During the User Acceptance Testing (UAT), HyperCare, and Post Go-Live phases of the Offender360 implementation, which went live on June 23, 2025, Douglas County representatives identified various enhancements and backlog items. These requests have been tracked alongside bug reports for the past twelve (12) months in HCOR's Azure DevOps instance.

HCOR has since addressed nearly all critical and high-priority defects and a significant number of medium- and low-priority defects. Remaining defects will be addressed pursuant to the HCOR support agreement. Joint efforts between the County and HCOR have been undertaken to validate, prioritize, and estimate the remaining enhancement requests.

This SOW defines the specific services HCOR will provide to complete the current set of enhancements and as mutually agreed upon in writing, additional enhancements that may be identified during the course of this project at the cost provided by HCOR. SOSA 2025-003 covers the cost of CR-011 in the amount of sixty thousand three hundred ninety dollars and zero cents ($60,390.00) and any additional enhancements agreed to in writing by the County and HCOR, not to exceed one hundred thousand dollars and zero cents ($100,000.00)

3. Deliverables

- HCOR shall provide development and testing services for the 60 enhancements listed in Change Request CR-011 (Exhibit 2), as documented in HCOR's Azure DevOps system, which shall serve as the initial scope description for the CR. HCOR development/delivery specification detailing each deliverable will be generated by HCOR and provided to Douglas County for acceptance prior to the commencement of development.
- Any new or modified enhancements requested by the County will require mutual written agreement, including documented requirements, estimates, and timeline confirmation, prior to commencement.
- The County and HCOR will jointly determine the order and batching of work based on County priorities and HCOR resource availability. A minimum of two releases will be delivered in 2026.
- The overall work for CR-011 is expected to be completed no later than September 30, 2026, provided that all necessary information, access, and approvals are provided by the County.

HCOR's obligation is limited to performing work as specified herein using commercially reasonable efforts. HCOR does not guarantee that all requested enhancements beyond those approved will be feasible or implemented.

4. Compensation

Each enhancement included in this SOW has been assigned a fixed, not-to-exceed price based on mutually agreed estimates.

- Any additional enhancement requests shall be separately estimated and require the County's written approval, via Change Request document, before work begins.

- HCOR will invoice the County 50% of the cost upon execution of this agreement and the remaining 50% upon delivery of the items included in a given release.

HCOR's total liability for any claim under this SOW shall not exceed the total amount paid and due for services performed under this SOW.

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5. Not-to-Exceed Commitment
HCOR's total compensation for all services performed under this SOW shall not exceed the amount specified in the CR, without prior written approval by both parties.

HCOR's estimates and delivery timelines are based on the information currently available. Any material change in scope, requirements, or County dependencies may impact delivery schedules and costs.

No additional work shall be performed unless both parties have executed a written amendment (Change Request) specifying the change.

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6. Changes and Termination
Any change to the scope, schedule, or cost of this SOW must be documented in writing and approved by both parties before the work proceeds.

If the parties are unable to reach agreement on a requested change, the County may elect to terminate further work under this SOW. In such an event:

- The County shall pay HCOR for all work performed to the date of termination; and
- HCOR shall have no further obligation or liability for unperformed or cancelled work.

HCOR shall not be liable for delays, indirect damages, loss of profits, or consequential damages arising from or related to this SOW.

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7. Entire Understanding
This SOW represents the full and complete understanding between the parties regarding the subject matter herein and shall be governed by the terms and conditions of the SOSA 2026-001 Master Agreement.

Legal Entity:	Harris Corrections Solutions Inc	**Change Request Number:**	CR-011
Prepared By:	Lori Mercer	**Date:**	11/20/2025
Project:	Douglas County Pretrial Management System	**Phase:**	Post Go-Live

CUSTOMER NAME AND ADDRESS	CUSTOMER CONTACT NAME AUTHORIZED TO REQUEST CHANGE
Douglas County Government 100 Third Street Castle Rock, CO 80104	John Huber jhuber@douglas.co.us
PROJECT MANAGER	**CONTRACT NUMBER**
Caroline Sorensen	MSA 2023-2028
REQUEST DATE	**REQUESTED BY:**
11/10/2025	Darrell Wilson

CHANGE TYPE – CHECK ALL APPLICABLE

X	Requirements	X	Design		Training
X	Schedule	X	QA/Test		Estimate

PAYMENT TYPE – SOURCE

X	Fixed Price		Time and Materials
	Contract Amendment		

CHANGE INFORMATION:

PROPOSED CHANGE SUMMARY DESCRIPTION AND PRICING

This Change Request constitutes an addendum and/or amendment to the Statement of Work dated 11/13/2023, *Douglas County Pretrial Management System,* and is governed by the MSA dated 11/13/2023 between *Douglas County and HCOR.*

This document addresses the following post-implementation enhancements contained in this Change Request scope:

1. Custom changes – specifically designed/developed for Douglas County.

This Change Request addresses the below list of Enhancements identified by Douglas County. An HCOR development specification detailing each deliverable will be provided to Douglas County for acceptance prior to the commencement of deliverable development:

	ADO	Title	Price
1.	35710	UAT - Case Note | application to revoke field should only be visible if the Note Subject is "Application to Revoke".	$495.00
2.	35792	UAT - Involvement | close involvement if all associated cases are inactive	$792.00
3.	36145	UAT - Involvement | Primary Court Case	$495.00
4.	36346	UAT - UPS | remove Total Hours from Service Agreement tracking	$495.00
5.	36373	Add Credit Balance to Client Summary Page	$346.50
6.	36418	UAT - Legacy Info | On New, hide legacy tab	$495.00

7.	38179	UAT - Case Notes | Remove Court Report notes from Court reports	$792.00
8.	38204	UAT - MOP | Timestamps in Lookups	$1,287.00
9.	38335	UAT - PTRS | MPO/GPS ability to add new victims	$2,376.00
10.	38445	UAT - Reports | Default primary case	$792.00
11.	38895	UAT - Court Case | default court depending on division	$594.00
12.	38901	UAT - PTRS | Need to see medical tab on the PTRS involvement	$792.00
13.	38926	UAT - PTRS | Travel permits are always approved	$594.00
14.	38930	UAT - GPS | Inclusion and Exclusion zones	$2,574.00
15.	38931	UAT - Court Case Sentence | missing charge information	$346.50
16.	38955	UAT - MOP | Plan Naming convention needs to change	$891.00
17.	39005	UAT - Reports | exclude Arapahoe Officers from Report filters / Zoho 7471 - CS Client Termination List invalid Officer filter	$792.00
18.	39097	UAT - Fees | Recurring Fee Schedule, Hide Recurrence Day	$346.50
19.	39250	UAT - Client Management | Critical Note Grid should include INV	$594.00
20.	39435	UAT - MOP | Phase Planning Grid missing end date	$346.50
21.	39444	UAT - Involvement | In Custody Location	$2,970.00
22.	39445	UAT - MOP | Reports and Case notes	$1,633.50
23.	40378	UAT - Reports | Account Transaction History Report Credit Balances	$1,584.00
24.	40380	UAT - MOP | Tracking Schedule Grid - show comments	$346.50
25.	40382	UAT - IHD | update days served on the sentence when end date is added	$1,584.00
26.	40385	UAT - ComCor | Board Review Meeting list filter	$792.00
27.	40388	UAT - Client Mgmt | ability to email the client even if they are an active Socrates client	$792.00
28.	40389	UAT - Socrates | Court Appearance should not show end time	$1,584.00
29.	40449	UAT - Reports | PTRS Active Case Load remove filters & rename	$1,188.00
30.	40556	HC - Involvement | Additional Condition Start Date	$346.50
31.	40558	HC - Bond | Supervision Recommended auto update	$396.00
32.	40638	HC - Case Notes | Expend Case Note field	$346.50
33.	40647	HC - PTRS | Legacy Rearrest tab in wrong place	$2,970.00
34.	40649	HC - Notifications | Court Appearance notification	$1,188.00
35.	40655	HC - Client Dataverse search	$792.00
36.	40669	HC - Bond | Rearrange CH and PSA	$544.50
37.	40729	HC - PTRS | Travel Permit Phone number	$594.00
38.	40732	HC - Involvement Condition Compliance | make comment optional	$792.00
39.	40742	HC - Court Case | Update Div/Judge from Court Appearance	$792.00
40.	40743	HC - Case Notes | Change Sorting	$396.00
41.	40746	HC - PTRS | Check IN view, remove inactive	$396.00
42.	40749	HC - Reports | New MOP report for Fees & Payments	$2,772.00
43.	40751	HC - Reports | Saving Court Reports	$792.00
44.	40754	HC - Bond | Supervision Recommended auto update	$792.00
45.	40828	HC - Client | Critical Note Summary rearrangement	$792.00
46.	40831	HC - Client & PTRS | Flag for GPS or SAOC on Summary	$1,584.00
47.	41878	Community Corrections Report Request	$4,752.00
48.	41884	New Payment Option = Credit	$1,584.00
49.	41888	Zoho 7516 - Remove multiple CH records at once	$2,376.00
50.	41889	Zoho 7517 - Case Notes tab lists on Client and Involvement	$346.50
51.	41891	Zoho 7521 - Monitored Abstinence Critical Notes Display	$792.00
52.	41892	Zoho 7522 - Reply to Socrates Message	$792.00
53.	42938	Bond Report and Screen Update	$594.00
54.	42939	Zoho 7546 - Bond report and screen update	$594.00
55.	42940	Indicator if Client is Active on Socrates	$594.00

56.	42942	Additional Conditions and their Court Cases Displayed with Incomplete Data	$891.00
57.	43005	Add PSA Scores to PTRS involvement	$594.00
58.	43006	HC - UPS | Community Service Sites, assignments missing	$346.50
59.	43342	Client Rearrest Bond Update missing	$792.00
60.	43369	Enhancement (replacing ADO 35721) Change Fees tab layout	$346.50
		Total Price	**$60,390.00**

COMPLETION DATE

Douglas County has identified a set of 60 Enhancements for inclusion in Pretrial360. The Enhancements will be deployed in a minimum of two releases in 2026. The project is expected to span approximately nine (9) months with the total list being deployed no later than September 30, 2026.

JUSTIFICATION AND IMPACT OF PROPOSED CHANGE

This Change Request is being submitted to document a list of 60 enhancements identified and requested by Douglas County.

DELIVERABLES

Harris Corrections (HCOR) will provide development and testing services for 60 enhancements listed in this Change Request. HCOR will deliver the 60 items in a minimum of two Pretrial360 product releases in 2026, with the total list being deployed no later than September 30, 2026. HCOR and DC will work collaboratively on batching the work based on the County's priorities and HCOR resource availability.

Any new or modified enhancements requested by the County will require mutual written agreement, including documented requirements, estimates, and timeline confirmation, prior to commencement.

PRICE AND PAYMENT SCHEDULE FOR PROPOSED CHANGE

The table below summarizes the price and payment schedule for the enhancement items described in this Change Request:

SCOPE OF SERVICES AGREEMENT 2023-01, Exhibit 1 – Statement of Work, Section 9.5 "Change Control Procedure" (page 59):
Budget and/or schedule increases or decreases incurred from the following are subject to a Change Request in the event of:

- *Additional requirements and scope not originally included in scope of this SOW that are subsequently included in scope.*

Description	Payment schedule	Fixed Fee Total
Upon execution of this agreement	50% of the cost of CR11 to be invoiced	$30,195.00.
60 Pretrial360 enhancements	50% upon delivery of items included in a release	$30,195.00
NetCost of CR011		**$60,390.00**

ALTERNATIVES

N/A

RISK EVALUATION
N/A

Services defined herein are governed by the terms and conditions of the Master Services Agreement and any applicable Statement of Work. Both parties agree to the Statement of Work changes as defined above.

When approved by both parties, each Change Request becomes a Change Order.
Agreed to by:

	Harris Corrections Solutions Inc
Customer Signature	Legal Entity Signature
	Justin Davis, Executive Vice President
Printed Name	Printed Name
Date	Date

THANK YOU FOR YOUR BUSINESS!

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services

DESCRIPTION: 2026 Lease Payment to BVI, LLC for Leased Space at 410 S Wilcox in the Amount of $248,557.55.

SUMMARY: On April 11, 2017, the Douglas County Board of County Commissioners approved the commercial lease agreement with Wilcox Capital, LLC, for the leased property located at 410 S. Wilcox Street, Castle Rock, CO, which is currently occupied by the Tri-County Health Department.

On January 9, 2019, Wilcox Capital, LLC, notified the tenants of 410 S Wilcox Street that the property had been sold to BVI, LLC, which has assumed and agreed to perform all of the landlord's obligations under our lease.

Suite 103 became available at the property in January 2022. On February 22, 2022, we signed an amendment to include an additional 1,345 square feet of lease space, bringing the total to 8,798 square feet for our Douglas County Public Health Department.

On September 6, 2025, we mutually agreed to terminate the lease on Suite 103.

The 2026 lease due January 1 is $248,557.55. Breakdown is in the attached lease.

RECOMMENDED ACTION: Approval of lease payment to BVI, LLC in the amount of $248,557.55 per our Commercial Lease Agreement dated April 11, 2017, for the 2026 Annual Rent.

REVIEW:

Tim Hallmark	Approve	12/9/2025
Jeff Garcia	Approve	12/11/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
Commercial Lease_410 S Wilcox St_April 2017
Termination_Lease_Agreement Unit 103_Final Signed

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ATTACHMENTS:

Commercial Lease_410 S Wilcox St_April 2017
Termination_Lease_Agreement Unit 103_Final Signed

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective April 11, 2017, by and between Wilcox Capital, LLC ("Landlord") and Douglas County, Colorado ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as and legally described as follows (the "Building"): 410 S. Wilcox St., Suite 101, Castle Rock, CO 80104. Landlord makes available for lease a portion of the Building designated as approximately 7,453 square feet as further described in Exhibit A (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for approximately One Hundred Twenty-Six (126) months beginning as of April 11, 2017 and ending September 30, 2027. This term is subject to annual appropriation by the Tenant's Board of Commissioners as required by Colorado law. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. This lease agreement is subject to Landlord closing on the subject property on or before April 15, 2017

2. Rental. Tenant shall pay to Landlord during the initial year of the term a Triple Net (NNN) rental, less taxes for which the Tenant's portion will be exempt during the term, per square foot as indicated on Exhibit B (Lease Rate), payable in a single annual payment at the start of each calendar year of the Term. Each payment shall be due in advance on the first day of each calendar year to Landlord at 558 E. Castle Pines Pkwy, B-4322, Castle Rock, CO 80108 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar year included in the lease term shall be prorated on a daily basis. No security deposit is required. A late fee of 15% shall be assessed to any amounts owing the Landlord after the 30th day of each new year of the Term.

3. Use. The Leased Premises may be used for office and administrative use; and to the extent permitted by the governing law(s), general medical and clinical services, counseling services, formula distribution as part of the Women, Infants and Children Program, food clinics, limited laboratory use, emergency preparedness command and control planning, with operations during emergency situations, and pharmacy dispensing and storage, and no other use. Tenant, and its subtenants, agents, contractors guests and invitees, shall have the non-exclusive right to use the common areas during the term of this Lease for their intended purposes, in common with others, subject to the terms of this Lease. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other

inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment. Landlord and Tenant acknowledge and agree that Tenant shall enter into a sublease for the Leased Premises with Tri-County Health Department, the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado, which sublease is hereby approved by Landlord. In addition to the foregoing, Tenant may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part with Landlord's consent, which shall not be unreasonably withheld.

5. Repairs. During the Lease term, Tenant shall make, at Tenant's expense, all repairs that are necessary as a result of Tenant's use of the Leased Premises including such items as normal wear and tear of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the repairs are found, after proof from a reasonable inquiry, not to be from Tenant's use. If repairs are from any other source, Landlord will be responsible for the cost of such repairs. Landlord shall immediately repair damage which presents a hazard to the life, health or safety of Tenant or its invitees, and shall maintain and repair the exterior and structural portions of the improvements, the roof, and all common areas, in a manner consistent with an office building located in Castle Rock, Colorado, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission by Tenant, its sub-tenants, agents, servants, employees, invitees. If Landlord fails to initiate such repairs within 48-hours and complete them within a reasonable time after written notice from Tenant, then Tenant at its discretion may perform the repairs at which point Landlord agrees to reimburse all repair expenses to Tenant. All such repairs described herein are a part of the building OPEX as described in section 9.

Landlord shall warrant all HVAC Roof Top Units, and for the first two years at its sole cost and expense cover any repairs. Tenant will provide for regular day to day routine maintenance.

6. Alterations and Improvements. Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant has Landlord approval to use an initial One Hundred Forty-Five Thousand Dollar ($145,000) improvement allowance, provided by the Landlord, to make necessary alterations to the Leased Premises. Landlord will provide CAD drawings if available, but Tenant will do its own architectural work for such improvements. Tenant will select the contractors and supervise

the build out process for improvements, but no work will commence until the Tenant has provided a scope of work, estimated cost, and schedule for the work to be performed to the Landlord. Landlord shall pay the actual costs for any initial improvements upon completion of the work and receipt of final lien releases from all parties who performed the work. Tenant is not required to use the full initial allowance to make improvements and any remainder may be applied by Tenant to other move in costs or to offset rent at its sole discretion.

Landlord will demise the Leased Premises from areas used by it or any other tenants at is sole expense. Landlord will also install Tenant's signage on any existing monument sign or building directory at Landlord's sole expense.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes, if any, with respect to Tenant's personal property at the Leased Premises if applicable. Tennent is a tax exempt entity and there should be no real estate taxes for the Leased Premises for the duration of this Lease. Any savings or reduction from the total building real estate taxes realized by the Landlord from the Tenant's use will be applied directly to any rents owed by the Tenant.

8. **Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain commercial general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate. The tenant can satisfy this limit structure through the purchase of an umbrella, if necessary. Said insurance shall cover activities in the space leased for the exclusive use of Tenant only. Said insurance does not cover activities/losses that may arise in the non-exclusive areas, including but not limited to, common areas, restrooms, hallways, conference rooms, vending machine hallways, sidewalks, parking areas, etc. Tenant shall provide Landlord with a certificate of insurance, naming Landlord as an additional insured.

Landlord shall maintain commercial general liability insurance that will cover activities/losses in all common areas, as referenced in the above paragraph. Upon request by Tenant, Landlord shall provide proof of said insurance.

D. Mutual Waiver of Subrogation. Each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its servants, representatives, agents, vendors and/or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies or required to be covered, providing the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any insurance policy affecting the Leased Premises and/or the Building. Tenant or Landlord, as the case may be, shall give the other written notice that such a waiver of subrogation is not available from its insurers. Notwithstanding any contrary provisions contained in this section, this section shall not apply to relieve either party of its obligation to maintain and/or repair, at their respective cost and expense, as required by any other sections of this Lease.

9. Payment of Common Area Expenses. The Tenant covenants and agrees to pay as part of the operational expenses of the Building ("OPEX"), or cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto, common area maintenance expenses, property management, and utilities that become payable during the term of this Lease.

All expenses, including common area repair and maintenance and building insurance as each relates to the Premises shall be estimated and billed on an annual basis as part of the OPEX with an adjustment being made to make up or credit any difference between the estimated and actual expenses at the end of each calendar year payment period. An itemized statement of the adjustment will be provided.

Fire, extended coverage and general liability insurance premiums and all common expenses will be pro-rated on the number of square feet contained within Tenant's space as it relates to the total square footage.

10. Utilities. Tenant shall promptly pay all charges for telephone, cable TV, water, heating, gas, electricity and other public utilities used by the Tenant on the Premises. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities (without affecting any other remedy available to Landlord) on account of Tenant and the same shall be deemed to be owed as additional rent hereunder and shall be due on the date payment is made by Landlord. Landlord will ensure that all common utilities are either separately metered or that Tenant is only charged a proportional share for such services that fairly reflects Tenant's actual amount of use. Any common utilities that are charged to the Tenant will be included in the OPEX and made as part of the annual rent payment.

11. Net Lease. This Lease is intended to be a pure net Lease to Landlord, who shall have no obligation of any kind, unless otherwise stipulated, to make any expenditure upon the Leased

Premises. Tenant covenants that it will not permit, commit or suffer waste, impairment or deterioration of the Leased Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

12. Entry. Landlord reserves the right after at least one (1) day's written or oral notice to Tenant, or its subtenant (or at any time in the case of an emergency), to enter the Leased Premises to inspect the same, to submit said Lease Premises to prospective purchasers, lenders, or tenants, to post notices of non-liability, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant, or its subtenants, shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. Any entry to the Leased Premises by Landlord under the provisions of this Article shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, constructive or otherwise, of Tenant from the Leased Premises or any portion thereof.

A. Landlord shall use its reasonable efforts to make any repairs, additions, or alterations to, about, or affecting the Leased Premises or adjoining premises, with as little interference to Tenant as practicable and upon completion thereof, shall promptly complete any restoration of the Leased Premises necessary as a result of any such work or activity.

B. Notwithstanding the foregoing, Landlord acknowledges that Tenant, or its subtenants, are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Leased Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Section 12, except in an emergency or when accompanied by an authorized representative of Tenant (which such representative shall make themselves reasonably and promptly available upon Landlord's request), neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those secure areas of the Leased Premises designated by Tenant as locations where patient medical records are kept and/or stored. Notwithstanding the foregoing, Landlord shall nevertheless maintain keys to any such restricted areas, subject, however to the stated restrictions on the use of the same.

13. Parking. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Four parking spaces

close to the building entry may be designated by Tenant for exclusive and temporary use of its patrons. Landlord will assist Tenant in ensuring no violations of that exclusive use by other tenants or their patrons.

14. Building Rules. Tenant will comply with the rules that apply to any and all tenants for the safety, care, operation, and cleanliness of the Building adopted and altered by Landlord from time to time provided they do not unreasonably interfere with, impair or prohibit Tenant's use. Tenant will cause all of its agents, employees, invitees and visitors to also do so. All changes to such rules will be sent by Landlord to Tenant in writing at least ten (10) days prior to implementation.

15. Default. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive use of the Leased Premises as outlined in this Lease for the duration of the Lease term.

17. Condemnation. If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Costs and Attorney's Fees. If it becomes necessary for either the Landlord or Tenant to employ an attorney due to the default or breach of a provision of this Lease, to gain possession of the Leased Premises, or to further protect its interest as granted per the terms and provisions herein contained, each party shall pay its own court costs and attorney's fees in connection with such default or action.

19. Attornment. If a successor landlord under the sale or the holder of the mortgage shall succeed to the rights of the Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then Tenant, upon the request of such successor landlord, shall attorn to and recognize such successor landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to further evidence such attornment.

20. **Force Majeure.** In the event Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required herein by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or any other reason of a like nature ("Event") that is not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Lease, then said performance of any such act shall be excused for the period of time the Event takes place. The period for the performance of any such act shall be extended for a period of time equivalent to the time period of the Event. The provisions of this section shall not operate to excuse Tenant from prompt payment of the Base Rent and any other Rent required by the terms of this Lease.

21. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Wilcox Capital, LLC
558 E. Castle Pines Pkwy, B-4322
Castle Rock, CO 80108

If to Tenant:

Douglas County Facilities, Fleet, & Emergency Services Director
3026 N. Industrial Way / PO Box 1390
Castle Rock, CO 80109

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Subordination and Estoppel Letter.** This lease is subject and subordinate to all mortgages and deeds of trust which now or hereafter may affect the Premises. Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord subordinating this Lease in the manner requested by Landlord to any new or existing mortgage deed of trust. Further, Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

23. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or

Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns. Before Landlord sells the Leased Premises to any other entity, Landlord shall first give Tenant the opportunity to purchase the property containing the Leased Premises at the same price offered to the other entity.

26. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

27. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. Severability Clause. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby. The caption of each paragraph hereof is added as matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

29. Holding Over. Should Tenant, or any of its successors-in-interest, hold over the Leased Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as tenancy from month-to-month only, at a Base Rent equal to 150% of the monthly Base Rent paid during the last month of the Term prior to the holdover.

30. Eminent Domain. If the Property shall be taken by right of eminent domain, in whole or substantially in part, for public purposes, then this Lease, at the option of the Landlord, shall forthwith cease and terminate, and the current Rent shall be properly apportioned to the date of such taking. In such event, Landlord shall receive the entire award for the lands and improvements so taken, and Tenant shall make no claim against Landlord for compensation in connection with said taking.

31. Mechanic's Liens. Tenant agrees that it will not permit any mechanic's liens to attach to the Property.

32. Hazardous Materials. Tenant agrees not to store any hazardous materials at the subject property

33. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

34. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the Tenant, 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 Tennant.

35. Maximum Financial Obligation. Any other provision of this lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this lease is Seventy-Seven Thousand One Hundred Two Dollars and Forty One Cents ($77,102.41) for fiscal year 2017. In no event shall the Tenant be liable for payment under this lease for any amount in excess thereof. The Tenant is not under obligation to make any future apportionment or allocation to this Lease. Any potential expenditure for this lease outside the current fiscal year is subject to future annual appropriation of funds by tenant for any such proposed expenditure and subject to the same maximum obligation limitation for that fiscal year.

36. Additional Provisions.

A. Signage. Landlord, at Landlord's cost, will provide Tenant, or its subtenant, with standard signage on the Building directory. Landlord, at Landlord's cost, will provide and install on or adjacent to entrances to the Leased Premises Tenant's, or its subtenant's, name and numerals designating the appropriate suite numbers in Building standard graphics. Tenant, or its subtenant, will not install any other graphics visible from the exterior of the Premises without Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. Without Landlord's consent, Tenant, or its subtenant, will not (i) install exterior lighting, decorations, paintings, awnings, canopies, or similar items, (ii) erect or install any signs, window or door lettering, placards, awnings, decorations, banners, portable signs, or advertising media of any type that can be viewed from the exterior of the Leased Premises, or (iii) inscribe, paint, affix, or display signs, advertisements, or notices on or in the Building.

B. Monument Sign. Subject to Landlord's prior written approval as to size, design, color and location, not to be unreasonably withheld, Landlord, at Landlord's sole cost and expense, shall install Tenant's, or its subtenant's, name and logo on any multi-tenant monument for the Building.

In the event there is not a multi-tenant monument sign for the Building, Tenant, or its subtenant, shall be allowed to seek approval from the Town of Castle Rock to construct a new monument solely for the use of Tenant, or its subtenant,. Any new monument sign shall be constructed at Tenant's sole cost and expenses, shall comply with all applicable codes and ordinances, Tenant shall be responsible for obtaining any required permits, and the location, size and design must be reviewed and approved by Landlord, such approval to not be unreasonably withheld, conditioned or delayed.

C. Cabling and Satellite/Antennas. Tenant shall be solely responsible for the cost of installation and maintenance of any high speed cable or fiber optic that Tenant, or its subtenant, requires in the Premises. Landlord shall provide reasonable access to the

Building's electrical lines, feeders, risers, wiring and other machinery to enable Tenant, or its subtenant, to install high speed cable or fiber optic to serve its intended purpose, if any. Tenant, or its subtenant, shall not be required to remove such cabling and fiber optic lines at the termination or expiration of the Lease.

Tenant, or its subtenant, shall have the ongoing right during the term of this Lease and any renewals thereto to place two (2) satellite dishes and/or antennas, for its own use, on the roof of the Building provided it: (i) does not negatively impact the appearance of the Building, (ii) does not damage (or violate the warranty of) the roof or other building components, (iii) does not interfere with other rooftop equipment or the operations of other tenants, (iv) and is installed by a licensed and bonded contractor reasonably acceptable to Landlord. Tenant, or its subtenant, shall be responsible for all costs related to the installation, maintenance and removal of any such equipment, but shall otherwise be allowed use of the roof without additional charge by Landlord. Placement and screening of dishes shall be subject to Landlord's reasonable approval and in accordance with applicable covenants, codes and restrictions.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Wilcox Capital, LLC
by _____ president of manager
[Landlord] Signature
Calvin VanEssen

BY: ROGER A. PARTRIDGE, Chair
DOUGLAS COUNTY BOARD OF COUNTY COMMISISONERS

ATTEST:

EMILY WRENN, Deputy Clerk

APPROVED AS TO CONTENT:

Douglas J. DeBord
County Manager

APPROVED AS TO CONTENT:

Vicky Starkey
Director of Facilities for the County

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

APPROVED AS TO LEGAL FORM:

Chris Pratt
Asst. County Attorney

Exhibit A
Leased Premises

The Leased Premises are on the right shown in Purple and indicated in part as Suite 101 below:

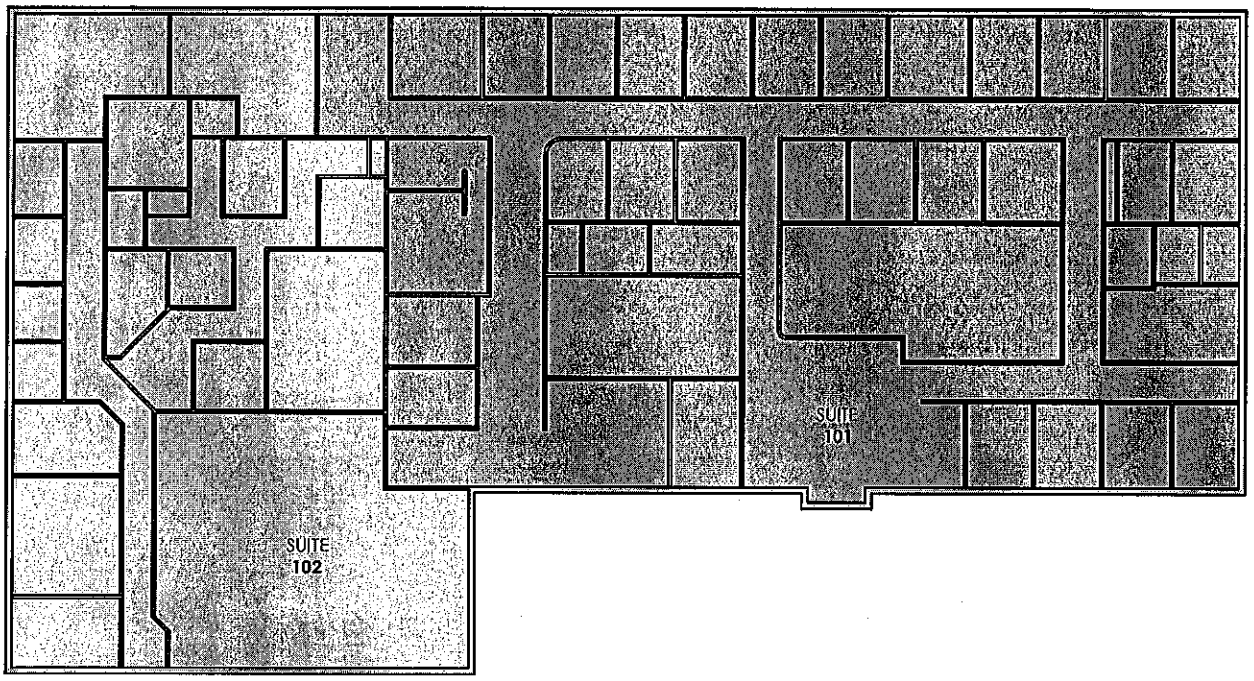

Exhibit B
Lease Rates

Months	Base Rent	Rent + OPEX	Total Cost	Rent Year	Total Due
1-6	$0	$5.35	$17,757.90		
7-18	$26.50	$31.85	$237,378.05	2017*	$77,102.41
19-30	$26.50	$31.85	$237,378.05	2018	$237,378.05
31-42	$26.75	$32.10	$239,241.30	2019	$237,843.86
43-54	$26.75	$32.10	$239,241.30	2020	$239,241.30
55-66	$27.00	$32.35	$241,104.55	2021	$239,707.11
67-78	$27.00	$32.35	$241,104.55	2022	$241,104.55
79-90	$27.50	$32.85	$244,831.05	2023	$242,036.18
91-102	$27.50	$32.85	$244,831.05	2024	$244,831.05
103-114	$28.00	$33.35	$248,557.55	2025	$245,762.68
115-126	$28.00	$33.35	$248,557.55	2026	$248,557.55
	$271.50	$330.35		2027**	$186,418.16
Effective Rate PSF	$25.86	$31.21	$2,439,982.90		$2,439,982.90

Estimate for common area expenses is estimated at $5.35 PSF and does not include taxes nor janitorial

Common area expenses shall be paid to the Landlord in a lump sum with the annual rent payment each calendar year of the lease. Adjustments for current year estimates paid will be calculated and applied by landlord prior to receiving payment by Tenant for the next calendar year.

Utilities for Tenant's suite will be paid by Tenant (Douglas County) and those costs are unknown.

Common area OPEX calculated by multiplying all the following indicated costs by the sum of 7453 (Tenant square footage) divided by 12,003(total building square footage)

Common Area OPEX will apply to the following costs: fire and extended coverage insurance for the Premises, commercial general liability insurance for Common Areas, repairs and maintenance of Common Areas, Management/Administration of the property and any Utilities or other Common Services shared with the Landlord of other tenants of the Premises.

* 2017 is calculated from April 11-December 31 and includes a prorated reduction of $2,178.88

** 2027 is calculated for only nine months from January 1 - September 30.

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LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is made and entered into as of this 6th day of September 2025, by and between BVI, Inc. ("Landlord") and Douglas County Colorado ("Tenant").

RECITALS

This Agreement is made and entered into in contemplation of the following facts, intentions and understandings of the parties:

A. Landlord and Tenant entered into a Lease Agreement dated April 11, 2017 (the "Lease"), for premises located at 410 Wilcox, Suite 101, Castle Rock, CO more particularly described in the Lease ("Premises").

B. The Parties entered into a First Amendment to the Lease on February 22, 2022, which added Suite 103 to the definition of the Lease Premises.

C. Tenant has requested an early termination of the Lease with respect to Suite 103.

D. Landlord and Tenant now desire to terminate the Lease with respect to Suite 103, subject to the terms and conditions herein stated.

AGREEMENT

NOW, THEREFORE, on the basis of the foregoing facts, understandings and intentions of the parties, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. The First Amendment as it applies to the addition of Suite 103 of the Premises shall terminate effective as of August 29, 2025("Lease Termination Date").

2. Prepaid Rent and CAM. Landlord will refund to Tenant the amount of prepaid Rent and CAM for September through December 2025. Accordingly, Landlord agrees to refund prepaid rent in the amount of fourteen thousand nine hundred thirty-one dollars and fifty-eight cents (**$14,931.58)** to Douglas County.

3. Utilities. Tenant shall continue to pay all charges for utility services with respect to Suite 101 up to and including the Lease Termination Date of September 30, 2027.

4. Tenant Representations. Tenant represents and warrants that: (a) it has not subleased Suite 103 of the Premises; (b) Tenant has no knowledge of any potential claims arising out of Tenant's occupancy of Suite 103 of the Premises; and (c) no work has been done to Suite 103 of the Premises which has not been fully paid for .

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5. Release. Upon acceptance of the Premises by Landlord in satisfaction of the conditions described herein, Landlord shall be deemed to have released Tenant with respect to Suite 103, and Tenant shall be deemed to have released Landlord from all obligations under the First Amendment to the Lease with respect to Suite 103 except as provided herein.

6. Delivery of Possession. As of September 2, 2025, Tenant has vacated Suite 103 of the Premises and delivered possession thereof to Landlord, broom clean and free of all of Tenant's furniture, fixtures and equipment.

7. Obligations Surviving Termination of Lease. The termination of the Lease with respect to Suite 103 and the surrender of Suite 103 of the Premises shall not release or discharge Tenant's obligations set forth in this Agreement with respect to Suite 101.

8. Miscellaneous

a. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.
Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations or agreements between the parties respecting the subject matter hereof.
b. Applicable Law. The terms and provisions of this Agreement shall be governed pursuant to the laws of the State of Colorado and the exclusive venue for any legal proceedings to enforce this Agreement shall be in the County of Douglas, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it becomes effective on the day and year first above written.

Landlord	Tenant:
BVI, LLC	Douglas County Colorado
DocuSigned by: ERIC TYRRELL DF9724D8EF9E492...	
Eric Tyrrell, Manager	Name:
9/8/2025	Title:

Docusign Envelope ID: 276366E9-1FA9-426D-A764-35E4F4F35CCE

BOARD OF COUNTY COMMISSIONRS
OF THE COUNTY OF DOUGLAS

BY: Signed by: DOUG DEBORD B5C95B3DCFAB4AA...
Doug DeBord
County Manager

DATE: 9/15/2025

BY: DocuSigned by: Tim Hallmark A7C718852EBD4DD...
Tim Hallmark
Director, FFESS

DATE: 9/8/2025

APPROVED AS TO FISCAL CONTENT:

BY: DocuSigned by: christie guthrie C371FCD771EC4CD...
Christie Guthrie
Director of Finance

DATE: 9/11/2025

APPROVED AS TO LEGAL FORM:

BY: Signed by: Arielle Denis 7B1A124B1829457...
Arielle Denis
Assistant County Attorney

DATE: 9/12/2025

APPROVED AS TO INSURANCE REQUIRMENTS:

BY: Signed by: Megan Datwyler 3336CE1515540A...
Megan Datwyler
Risk Manager

DATE: 9/12/2025

Certificate Of Completion

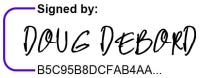
Envelope Id: 276366E9-1FA9-426D-A764-35E4F4F35CCE
Status: Completed
Subject: Complete with Docusign: Termination Lease Agreement Final 9-6-25.doc
Contract Type:
Tuition Reimbursement Application:
Source Envelope:
Document Pages: 3
Signatures: 6
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Luanne Lee
100 Third St.
Castle Rock, CO 80104
LLee@douglas.co.us
IP Address: 67.135.160.252

Record Tracking

Status: Original
9/8/2025 10:30:45 AM
Holder: Luanne Lee
LLee@douglas.co.us
Location: DocuSign

Signer Events	Signature	Timestamp
ERIC TYRRELL eric6803@reagan.com Security Level: Email, Account Authentication (None)	DocuSigned by: ERIC TYRRELL DF3724D8F49E492... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:41ca:4f0::7e:64 Signed using mobile	Sent: 9/8/2025 10:38:28 AM Viewed: 9/8/2025 3:13:19 PM Signed: 9/8/2025 3:13:43 PM
Electronic Record and Signature Disclosure: Accepted: 9/8/2025 3:13:19 PM ID: 18dac75c-ec50-4c05-b98a-41c0ed436600		
Tim Hallmark thallmar@douglas.co.us Director, FFESS Douglas County Government, Colorado Security Level: Email, Account Authentication (None)	DocuSigned by: Tim Hallmark A7C718852EBD4DD... Signature Adoption: Pre-selected Style Using IP Address: 67.135.162.252	Sent: 9/8/2025 3:13:44 PM Viewed: 9/8/2025 3:15:28 PM Signed: 9/8/2025 3:15:36 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2023 4:29:51 PM ID: 737b2ed0-ef7c-4734-bb4a-88b8f620409f		
christie guthrie cguthrie@douglas.co.us Assistant Finance Director Security Level: Email, Account Authentication (None)	DocuSigned by: christie guthrie C371FCD771FC4CD... Signature Adoption: Pre-selected Style Using IP Address: 67.135.162.252	Sent: 9/8/2025 3:15:37 PM Viewed: 9/11/2025 11:28:38 AM Signed: 9/11/2025 11:29:24 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Arielle Denis adenis@douglas.co.us Assistant County Attorney Security Level: Email, Account Authentication (None)	Signed by: Arielle Denis E31A124B1829457... Signature Adoption: Pre-selected Style Using IP Address: 67.135.162.252	Sent: 9/11/2025 11:29:25 AM Viewed: 9/12/2025 10:15:03 AM Signed: 9/12/2025 10:15:22 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Megan Datwyler mdatwyler@douglas.co.us Risk Manager Security Level: Email, Account Authentication (None)	Signed by: 33306CF1515540A... Signature Adoption: Pre-selected Style Using IP Address: 2600:100e:b08c:a176:19fd:db90:a6bb:2e7c Signed using mobile	Sent: 9/12/2025 10:15:23 AM Viewed: 9/12/2025 10:40:55 AM Signed: 9/12/2025 10:41:07 AM
Electronic Record and Signature Disclosure: Accepted: 9/12/2025 10:40:55 AM ID: 0c581507-0289-4623-9e91-c967b9991682		
DOUG DEBORD DDEBORD@DOUGLAS.CO.US County Manager Douglas County Security Level: Email, Account Authentication (None)	Signed by:  B5C95B8DCFAB4AA... Signature Adoption: Pre-selected Style Using IP Address: 67.135.160.241	Sent: 9/12/2025 10:41:08 AM Viewed: 9/15/2025 10:55:43 AM Signed: 9/15/2025 10:55:56 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2025 10:38:28 AM
Certified Delivered	Security Checked	9/15/2025 10:55:43 AM
Signing Complete	Security Checked	9/15/2025 10:55:56 AM
Completed	Security Checked	9/15/2025 10:55:56 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Douglas, CO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Douglas, CO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: joleson@douglas.co.us

To advise Carahsoft OBO County of Douglas, CO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joleson@douglas.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Douglas, CO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joleson@douglas.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Douglas, CO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to joleson@douglas.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Douglas, CO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Douglas, CO during the course of your relationship with Carahsoft OBO County of Douglas, CO.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services

DESCRIPTION: 2026 Lease Payment and Operating Expenses to DOC-11045 Lansing Circle MOB, LLC, C/O Health Peak OP, LLC for Leased Space at 11045 Lansing Circle, Englewood, CO 80112 in the Amount of $2,212,144.23.

SUMMARY: On October 17, 2024, Douglas County executed a commercial lease agreement with DOC-11045 Lansing Circle MOB, LLC, for the property located at 11045 Lansing Circle, Englewood, CO 80112. The facility is designated for use by the Public Health Department, Community Services, District Attorney's Office (DA), Human Services, Diversion, Probation, and Community Justice Services.

The DA and Probation (Diversion and CJS Probation) took occupancy of the first floor on December 16, 2024. The DA relocated from the first floor to the second floor in June 2025 upon completion of the tenant build-out. The Public Health Department relocated to the third floor in June 2025. Human Services is scheduled to occupy the first floor in mid-2026, and Community Services is scheduled to occupy the second floor in the same period.

RECOMMENDED ACTION: Approval of the 2026 annual lease and operating expenses payment to DOC-11045 Lansing Circle MOB, LLC, C/O Health Peak OP, LLC, in the amount of $2,212,144.23, pursuant to the Commercial Lease Agreement dated October 17, 2024.

REVIEW:

Tim Hallmark	Approve	12/10/2025
Jeff Garcia	Approve	12/11/2025
Christie Guthrie	Approve	12/12/2025
Doug DeBord	Approve	12/12/2025

ATTACHMENTS:

Cover Page
Lansing Pont Lease Excuted

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ATTACHMENTS:

Lansing Pont Lease Excuted

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TRIPLE NET OFFICE LEASE

THIS TRIPLE NET OFFICE LEASE (this "**Lease**") made as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "**Summary**"), below, is made by and between DOC-11045 Lansing Circle MOB, LLC, a Wisconsin limited liability company, or its assigns ("**Landlord**") and Douglas County, Colorado, a body politic and a political subdivision of the State of Colorado ("**Tenant**").

SUMMARY BASIC LEASE INFORMATION

BASIC LEASE PROVISIONS	DESCRIPTION
1. Effective Date	October 16, 2024
2. Building	11045 Lansing Circle, Englewood, CO 80112 (the "**Building**"), on the real property legally described in Exhibit A.
3. Premises	Approximately 82,000 rentable square feet of the Building, consisting of the following: (i) approximately 27,334 rentable square feet of space on the first (1st) floor, which includes the As-Is Floor One Space (defined below) ("**Floor One**"), (ii) approximately 27,333 rentable square feet of space on the second (2nd) floor ("**Floor Two**"), and (iii) approximately 27,333 rentable square feet of space on the third (3rd) floor ("**Floor Three**") (and as more particularly identified on Exhibit B).
4. Term (Section 1)	
4.1 Length of Term	Fifteen (15) years
4.2 Commencement Date	The earlier of (i) the date upon which Landlord receives a certificate of occupancy or analogous document for the Floor Two and Floor Three Tenant Work, as issued by the appropriate governmental authority, or (ii) June 1, 2025, with the exact date being established by Landlord via written notice to Tenant once the Commencement Date has been determined in accordance with Section 11.4.
5. Rent (Section 2)	
5.1 Base Rent	$107,054.25 (per month, for the first (1st) Lease Year only)
5.2 Annual Base Rental Rate	$23.50/r.s.f.
5.3 Annual Escalations	3% of the then-current amount of the Base Rent.
5.4 Operating Costs	$8.45/r.s.f. Operating Costs above are ESTIMATED for first Lease Year. The amount of Operating Costs and any applicable tax on Rent may vary for the first Lease Year and are likely to increase in subsequent Lease Years.
6. Tenant's Proportionate Share (Section 3.2)	100.00%, which is subject to adjustments pursuant to Section 3 of the Lease.
7. Security Deposit (Section 3.5)	$500,000.00
8. Approved Services (Section 4)	Counseling and judicial service functions, as well as general administrative offices
9. Floor One Tenant Improvement Allowance (Section 25)	$85.00 per rentable square foot of Floor One, subject to the terms and conditions of Section 25 of the Lease.
9.1 As-Is Floor One Space Possession Date	Estimated to be November 1, 2024, with the exact date being established by Landlord via written notice to Tenant.

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10.	Tenant's Notice Address (Section 20)	Before and after Commencement Date: Douglas County Government 100 Third Street Castle Rock, CO 80104
11.	Guarantor (Exhibit E)	N/A

This Summary shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those terms identified in the Summary.

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TRIPLE NET OFFICE LEASE

THIS LEASE is entered into by and between the Landlord and Tenant as of the Effective Date set forth in Section 1 of the Summary.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant as hereinafter set forth, hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 3 of the Summary (the "**Premises**") of that certain Building described in Section 2 of the Summary ("**Building**"), for the term and upon the conditions and agreements hereinafter set forth ("**Lease**"). This Lease shall constitute a binding agreement between the parties effective as of the Effective Date.

SECTION 1. TERM

The commencement date ("**Commencement Date**") of the term of this Lease shall be that date set forth in Section 4.2 of the Summary, unless Landlord otherwise notifies Tenant in writing due to changes in Tenant's expected or actual occupancy date. The Commencement Date specified in such writing shall be binding on Landlord and Tenant. The length of the term of this Lease shall continue as further described in Section 4.1 of the Summary (plus any partial calendar months in which the Commencement Date falls) (such term and any extensions or renewals hereof, hereinafter called the "**Term**"). "**Lease Year**" means either (a) if the Commencement Date is on the first (1st) day of a calendar month, the twelve (12) consecutive calendar month period that begins on the Commencement Date (the start of the first (1st) "Lease Year") and each twelve (12) consecutive calendar month period thereafter (for the remainder of the Term) that begins on an anniversary of the Commencement Date or (b) if the Commencement Date is on a date other than first (1st) day of a calendar month, the first (1st) "Lease Year" shall commence on the Commencement Date and continue to the Rent Payment Date (defined below) that immediately follows the anniversary of the Commencement Date (i.e., the first (1st) "Lease Year" shall be a period of greater than twelve (12) months but less than thirteen (13) full months) and, thereafter (for the remainder of the Term), each successive "Lease Year" shall be the twelve (12) consecutive calendar month period that begins on the aforementioned Rent Payment Date or an anniversary thereof. For the avoidance of doubt, the initial Term shall end on the last day of the last month of the initial Term.

Notwithstanding any provision of the Lease to the contrary, Landlord shall allow Tenant to access and occupy half of Floor One (the "**As-Is Floor One Space**") on the As-Is Floor One Space Possession Date set forth in Section 9.1 of the Summary. Tenant hereby agrees that it has seen and viewed the As-Is Floor One Space and is satisfied and content with same, and that Tenant hereby accepts possession of such As-Is Floor One Space in its "as-is," "where is" condition. All terms and conditions of this Lease, as they relate to the As-Is Floor One Space only, shall be effective as of the As-Is Floor One Space Possession Date. Tenant may access and occupy the entirety of Floor One upon the completion of Floor One Tenant Work, subject to the terms and conditions set forth in Section 25. For the avoidance of doubt, Tenant shall not be obligated to pay Rent for the As-Is Floor One Space from the As-Is Floor One Space Possession Date to the Commencement Date.

SECTION 2. RENT

2.1 Base Rent. During the Term, Tenant shall pay to Landlord Base Rent as set forth in Section 5.1 of the Summary, at the Annual Base Rental Rate identified in Section 5.2 of the Summary multiplied by the number of rentable square feet of the Premises (such sum is hereafter referred to as "**Base Rent**"), together with Additional Rent (as defined in Section 3.1). Base Rent shall be payable in monthly installments in advance without notice, demand, setoff or deduction and all such installments shall be paid to Landlord or its managing agent in U.S. Dollars. In no event shall Tenant have the right to withhold any Rent (as defined in Section 3.1) for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, the Building or Tenant's occupancy of the Premises or the Building. Except as otherwise provided in Section 11, the first (1st) monthly installment of Base Rent shall be due on the Commencement Date and, thereafter, such monthly installments shall be due on the first (1st) day of each calendar month (each such date, a "**Rent Payment Date**"). If Tenant's obligation to pay Base Rent relates to only a part of a month at the beginning or the end of the Term, Tenant shall pay Landlord a proportionate part of the applicable monthly installment for each such partial month, which shall be payable at the same time as the first or last (as applicable) monthly installment is due under this Lease. After the first (1st) Lease Year, upon the commencement of each subsequent Lease Year during the Term of the Lease (each such commencement, an "**Adjustment Date**"), Base Rent shall be increased pursuant to Section 5.3 of the Summary ("**Annual Escalation**").

Notwithstanding anything herein to the contrary, Tenant shall not be obligated to pay Rent, only as it relates to Floor One, in the first (1st) Lease Year of the Term. Effective as of the first anniversary of the Commencement Date, (i) the Annual Base Rental Rate shall be $24.21 multiplied by the number of rentable square feet of the entire Premises in the second (2nd) Lease Year of the Term, and shall increase annually on each anniversary thereof by three percent (3%) over the then-current amount of the Annual Base Rental Rate, and payable pursuant to this Section 2; and (ii) Tenant's Proportionate Share of Operating Costs shall be the amount determined by Landlord pursuant to Section 3 multiplied by the number of rentable square feet of the entire Premises, and payable pursuant to this Section 2 and subject to Section 3. For the avoidance of doubt, effective as of the Commencement Date, Tenant shall be obligated to pay Rent, only as it relates to Floor Two and Floor Three, pursuant to this Section 2 and subject to Section 3 and as more particularly described on Exhibit F.

2.2 Tenant Taxes. Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments or otherwise charged or assessed based on Tenant's occupancy of the Premises or with respect to the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises (collectively, "**Tenant Taxes**"). If Landlord incurs any costs with respect to Tenant Taxes, such payments shall be reimbursed to Landlord in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid to Landlord concurrently with the payment of the Rent upon which such tax is based. To the extent permitted by applicable law, Tenant shall indemnify and hold Landlord harmless from and against payment of Tenant Taxes and against all loss, costs, charges and expenses occasioned by or arising from any and all Tenant Taxes, and Tenant shall promptly deliver to Landlord for inspection, upon written request of the Landlord, evidence satisfactory to Landlord of any such payments. Notwithstanding anything to the contrary contained herein, so long as Rent and all other amounts due under this Lease are exempt from any sales and excise taxes by virtue of Tenant being in possession of a state-issued certificate of exemption, Tenant shall not be required to remit to Landlord

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for transmission to the appropriate taxing authorities any sales and excise tax on the Rent and any other amounts payable under this lease. Prior to the Commencement Date of the Lease, and at any time upon Landlord's written request, Tenant shall provide documentation establishing and or confirming such exemption to Landlord

SECTION 3. ADDITIONAL RENT

3.1 Additional Rent. In addition to Base Rent, Tenant shall pay Landlord "**Additional Rent**", which term shall include the following:

(a) "Tenant's Proportionate Share" of "Operating Costs".

(b) any sum owed for separately metered utilities, including, without limitation, electricity, or as a Surcharge (as defined in Section 5); and

(c) any other sums owed by Tenant pursuant to this Lease or otherwise arising in connection with Tenant's occupancy of the Premises.

Base Rent and Additional Rent shall hereinafter be collectively referred to as "**Rent**".

3.2 Proportionate Share. "**Tenant's Proportionate Share**" shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which Operating Costs (as defined in Section 3.4) are being determined. Except as provided expressly to the contrary herein, the rentable area of the Building shall include all rentable area of all space leased or suitable for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any re-configurations, additions or modifications to the Building. If the Building, or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant's Proportionate Share for only the office portion of the Building or of such development, in which event, Tenant's Proportionate Share shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. If the Building shall be part of or shall include a complex development or group of buildings or structures collectively owned, leased or managed by or on behalf of Landlord or any of its affiliates, Landlord may allocate among the buildings within the complex or group of buildings those categories of Operating Costs which relate to any facilities which are for the common use or benefit of the complex or group of buildings, among such buildings in accordance with sound accounting and management principles. Such common use or benefit facilities shall include, but shall not necessarily be limited to, parking facilities and driveways, sidewalks, connecting bridges and corridors, lobbies, foyers and other public areas, maintained for the common benefit and use of buildings within the complex or group. For purposes of determining Tenant's Proportionate Share, but subject to Landlord's right to re-determine the rentable area of the Building from time to time pursuant to this Section 3, Landlord has calculated the rentable area in the Premises and the Building in its reasonable discretion with respect to the layout of multi-tenant floors. In the event of special circumstances where a component of Operating Costs is not being used by or should not be allocated to all tenants in the Building (i.e., a tenant in the Building other than Tenant is tax exempt and renders that tenant's premises exempt from real estate taxes or another tenant in the Building has electricity separately metered to its premises), the Landlord may recalculate the Tenant's Proportionate Share with respect to such special circumstances in Landlord's reasonable discretion (e.g., in the case of a portion of the Building which is exempt from real estate taxes, Tenant's Proportionate Share of real estate taxes for the Building would be a fraction, the numerator of which shall be the gross rentable area of the Premises and the denominator of which shall be the gross rentable area in the Building less the gross rentable area in the Building exempt from real estate taxes, in each case as determined by Landlord). The rentable area in the Premises as set forth on Page 1 of this Lease is hereby stipulated to be the rentable area of the Premises for all purposes under this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises and for actual occupancy; provided, however, in the event Landlord re-measures the Premises in accordance with commercially reasonable procedures and if the rentable area of the Premises is different than above stated, Landlord may give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Premises for all purposes effective as of the date of such notice.

3.3 Payment of Tenant's Proportionate Share of Operating Costs. Tenant shall be responsible for and shall pay Tenant's Proportionate Share of Operating Costs for all periods during the Term of this Lease, regardless of whether its Proportionate Share of Operating Costs is more or less than any estimate thereof provided by Landlord.

(a) By the first (1^{st}) day of each month during the Term of this Lease, in addition to Base Rent due hereunder at such time, Tenant shall pay a monthly installment equal to one-twelfth ($1/12^{th}$) of Tenant's Proportionate Share of Operating Costs. Before the beginning of each calendar year during the Term, Landlord may furnish Tenant with a statement of Landlord's estimate of Tenant's Proportionate Share of Operating Costs for such calendar year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay each month one-twelfth ($1/12^{th}$) of Tenant's Proportionate Share of Operating Costs for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater than or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall thereafter pay each month one-twelfth ($1/12^{th}$) of Tenant's Proportionate Share of Operating Costs as set forth in the new estimate.

(b) Within ninety (90) days after the end of each calendar year during the Term, Landlord shall furnish to Tenant a statement of actual Operating Costs and Tenant's Proportionate Share of Operating Costs for the previous calendar year (provided Landlord's right to collect Tenant's Proportionate Share of Operating Costs shall not be affected if Landlord fails to deliver such statement within such ninety (90) day period). A lump sum payment will be made by Tenant, within thirty (30) days of the delivery of that statement, equal to the excess, if any, of the actual amount of Tenant's Proportionate Share of Operating Costs over all amounts paid by Tenant with respect to Tenant's Proportionate Share of Operating Costs for the preceding calendar year. If the amount of Tenant's Proportionate Share of the Operating Costs is less than the estimated amounts paid by Tenant with respect to Tenant's Proportionate Share of Operating Costs for such calendar year, Landlord shall apply the difference

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(the "**Overage**") to the next accruing installment of Rent due hereunder or, if necessary, subsequently accruing installments of Rent until the entire Overage amount is credited; provided that if the Term of this Lease has expired at the time Landlord's Statement is delivered, Landlord shall refund the amount of any Overage within thirty (30) days of the issuance of Landlord's Statement.

(c) In the event Tenant's Proportionate Share of Operating Costs for the final calendar year of the Term is not finally calculated until after the expiration of the Term, then Tenant's obligation to pay the same and Landlord's obligation to refund any Overage shall survive the expiration or termination of this Lease. Accordingly, Landlord shall have the right to continue to hold without interest Tenant's Security Deposit, if any, following expiration of the Term until Tenant's Proportionate Share of Operating Costs has been paid in full, unless an alternative security (letter of credit or otherwise) is furnished to the satisfaction of Landlord. Tenant's Proportionate Share of Operating Costs for the calendar years in which the Term commences and ends, if any, shall be prorated on the basis of the number of days of the Term within each such calendar year.

3.4 Operating Costs Defined. "**Operating Costs**" shall mean all amounts paid or payable, whether by Landlord or by others on behalf of Landlord, arising out of the ownership, management, maintenance, operation, repair, replacement and administration of the Building and the land upon which the Building is located and any parking areas and facilities associated with the Building, including, without limitation:

(a) subject to the terms and conditions set forth in Section 2.2, the cost of all real estate, personal property and other ad valorem taxes, parking surcharges, any tax or excise on rents, any franchise or gross margins tax, any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge now or hereafter implemented and reasonably determined by Landlord to have been assessed in lieu of the whole or part of any of the foregoing-described amounts, and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Building, the land upon which the Building is located, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, "**Taxes**"), including all costs associated with the appeal of any assessment on Taxes;

(b) the cost of insurance obtained by Landlord, including, but not limited to, property insurance, liability insurance, rent interruption insurance, insurance endorsements applicable to green buildings or related to the certification or recertification of the Building in accordance with standards applicable to the U.S. Environmental Protection Agency's ENERGY STAR rating, the Green Building Initiative's Green Globes for Continual Improvement of Existing Buildings (Green Globes™ CIEB), the U.S. Green Building Council's LEED Green Building Rating System, the Building Owners and Managers Association (BOMA) International's 360 Performance Program or the Building Owners and Managers Association of Canada's Building Environmental Standards or any comparable rating, certification or performance program now or hereafter in existence ("**Third Party Sustainability Standards**"), and any deductible amount applicable to any claim made by Landlord under any such insurance;

(c) the cost of security, landscaping, window cleaning, garbage removal, trash removal and all of the services provided to Tenant and other tenants of the Building by Landlord pursuant to Section 5 and the comparable provisions of other tenant leases (other than any services which are separately billed to Tenant or any other tenants);

(d) the cost of heating, ventilating and air conditioning of the (i) Common Areas of the Building ("**Common Areas**" being defined for purposes of this Lease as areas of the Building that provide service to Building tenants but that are not part of any tenant's leased premises, possibly including, but not limited to, lobbies, atria, security desks, conference rooms, vending areas, lounges, food service facilities, locker or shower facilities, mail rooms, courtyards, mechanical or equipment rooms, washrooms, public corridors, elevators and stairwells), and (ii) the Premises and other rentable space in the Building, if the Building is equipped with a central or any shared heating, ventilating and air-conditioning system;

(e) the cost of all gas, water, sewer, electricity and any other utilities used in the maintenance, operation, use and occupancy and administration of the Building (including all rentable space in the Building) and the Common Areas, excepting, however, any such utilities separately metered or sub-metered to Tenant or any other tenants of the Building unless the cost of which separately metered or separately sub-metered utilities is the responsibility of Landlord;

(f) commercially reasonable amounts paid or payable for all personnel involved in the management, repair, maintenance, operation, leasing, security, supervision or cleaning of the Building, any Common Areas and the rentable space within the Building in accordance with Section 5 and the comparable provisions of other tenant leases, including fringe benefits, unemployment and workmen's compensation insurance premiums, pension plan contributions and other employment costs, as well as the cost of engaging independent contractors to perform any of the foregoing services;

(g) auditing, accounting and legal fees and costs related to the Building;

(h) the cost of repairing, replacing, operating and maintaining the Building, the Common Areas of the Building and the Premises and other rentable space in the Building to the extent provided by Landlord in accordance with Section 5 and the comparable provisions of other tenant leases, and the equipment serving the Building, including Common Areas, the Premises and other space;

(i) the costs of the rental of any equipment and signs (not including Tenant's signage);

(j) all management and administrative costs and fees;

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(k) costs incurred by Landlord in making capital expenditures or other modifications to the Building or any part of the Building complex which (i) are designated to reduce Operating Costs or otherwise save energy or (ii) are required under any governmental laws, regulations, or ordinances which were not applicable to the Building at the time it was constructed (other than the Americans With Disabilities Act). In the case of capital expenditures or modifications intended to reduce Operating Costs or otherwise save energy, the costs incurred by Landlord will be amortized over the "payback period" of such improvements or modifications. For capital expenditures or modifications required as a result of revisions to governmental laws, regulations, or ordinances, the costs will be amortized over the useful life of such improvements or modifications as determined by Landlord applying sound accounting practices, not exceeding ten (10) years. Interest on the unamortized costs of any such improvements or modifications (at the prevailing construction loan rate available to Landlord on the date such costs were incurred) shall also be included in Operating Costs;

(l) costs incurred by Landlord to conduct any environmental tests required by municipal, county, state or federal law, including administrative agencies, or by Landlord;

(m) without duplication of any of the foregoing, if the Building is subject to the condominium form of ownership, all condominium assessments, fees and charges levied against or attributable to the condominium units in the Building; and recycling expenses, sustainability and energy management services, carbon trading or offset costs ensuring compliance by the Building with greenhouse gas emission levels or energy consumption or conservation levels mandated by applicable law, and carbon taxes, fees, charges, and assessments levied against Landlord or the Building related to the consumption of energy;

(n) any costs of applying, reporting and commissioning the Building or any part thereof to seek certification under any Third Party Sustainability Standard applicable to the Building at any time, and any costs of maintaining, managing, reporting, commissioning, and recommissioning the Building or any part thereof that is rated, certified or otherwise labeled under any Third Party Sustainability Standard applicable to the Building at any time;

(o) if the Building contains any facility that generates all or any portion of the electricity used by the Building, then, if Landlord so requests, Tenant shall acquire its electric supply from that facility and Operating Costs shall include all costs of operating, equipping, maintaining, and repairing the electricity generating and distribution equipment, including without limitation utility standby fees (such costs not to exceed the amount Landlord or Tenant would have paid to a third-party utility for the same electric service at the utility's rate schedule); and

(p) all other expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in respect to or in connection with the operation and maintenance of the Building and which are usually considered "**operating expenses**" of a commercial office building in accordance with generally accepted accounting practices, consistently applied (including, if the Building is subject to a condominium form of ownership, all assessments, fees and charges relating to such condominium form of ownership or condominium units).

Notwithstanding anything above to the contrary, "**Operating Costs**" shall not include the following:

(1) Cost of any work or service provided to any tenant of the Building that is in addition to that which Landlord is obligated or permitted to provide to Tenant under the provisions of this Lease or the comparable provisions of the other tenant leases of the Building which costs are separately billed to such specific tenants.

(2) Costs of repairs or other work occasioned by fire, windstorm or other casualty or condemnation, to the extent reimbursed to Landlord by insurers or by governmental authorities in eminent domain.

(3) Leasing commissions, costs and disbursements incurred in connection with negotiations for leases with tenants, or prospective tenants of the Building and similar costs incurred in connection with disputes between Landlord and tenants or prospective tenants in the Building including attorneys fees incurred in connection therewith.

(4) Costs incurred in renovating, decorating, redecorating or otherwise improving unoccupied but leasable space in the Building.

(5) Costs of correcting defects in the construction of the Building, except that for the purposes hereof conditions resulting from ordinary wear and tear and use, fire, casualty, vandalism and other matters not occasioned by construction defects shall not be deemed to be defects.

(6) Depreciation and amortization, except as provided in Section 3.4(a) – (p) above.

(7) Costs (including penalties, fines and associated legal expenses) incurred due to the violation by Landlord of the terms and conditions of this Lease or of the leases of other tenants in the Building. Notwithstanding the foregoing, interest penalties, reasonable legal fees and other expenses incurred in connection with assessments or taxes which are reasonably contested by Landlord shall be included in Operating Costs.

(8) Fees and other compensation paid to any affiliate of Landlord for services on or to the Building to the extent that the costs of such services exceed competitive costs for such services rendered by persons or entities of similar skill, competence and experience who are not affiliates of Landlord.

(9) Interest on debt or amortization payments on any mortgages.

If the Building is not at least ninety percent (90%) occupied during any calendar year, "**Operating Costs**" shall be determined as if the Building had been ninety percent (90%) occupied during each such calendar year.

3.5 Security Deposit. Tenant will deposit with Landlord upon Tenant's execution of this Lease the sum set forth in Section 7 of the Summary as security for the performance by Tenant of all of Tenant's obligations hereunder (the "**Security Deposit**"). No interest shall be paid upon the Security Deposit nor shall Landlord be required to maintain the deposit in a segregated account, unless required by applicable law. In the event that Tenant shall default in the full and faithful performance of any of the terms hereof, then Landlord may, without notice, either retain the Security Deposit as liquidated damages or retain the same and apply it toward any damages sustained by Landlord, including, but not limited to, actual, consequential or other damages arising from Tenant's default, including, but not limited to, any past due Rent. In the event of bankruptcy or other debtor-creditor proceedings, either voluntarily or involuntarily instituted by or against Tenant, the Security Deposit shall be deemed to be applied in the following order: to damages, obligations and other charges, including any damages sustained by Landlord, other than unpaid rent, due to Landlord for all periods prior to the filing of such proceedings: to accrued and unpaid rent prior to the filing of such proceeding; and thereafter to actual damages, obligations, other charges and damages sustained by Landlord and rent due the Landlord for all periods subsequent to such filing. In the event of a sale of the Premises or all or any portion of the Building, Landlord shall have the right to transfer the Security Deposit to the buyer, and Landlord shall thereupon be relieved of all obligations to return the Security Deposit to Tenant, and Tenant agrees to look solely to the buyer for the return of the Security Deposit. If Tenant fully complies with all of the terms hereof, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after expiration of this Lease, including any renewal thereof, subject to the provisions of Section 3.3(c) above.

SECTION 4. USE OF PREMISES

4.1 Permitted and Prohibited Uses. The Premises shall continuously and at all times during the Term be used and occupied by Tenant only as more particularly identified and limited on Exhibit C attached hereto and incorporated by reference herein and for no other purpose. Subject to Section 12, Tenant shall have access to the Premises 24 hours per day 7 days per week.

4.2 Compliance with Legal Requirements. Tenant shall act in accordance with and not violate any restrictions, easements, covenants of record or ground leases (or other leases under which Landlord is the tenant or lessee) affecting the Premises, the Building or the real property on which the Building is located. Tenant shall not use or occupy the Premises in violation of law or of the Certificate of Use or Occupancy issued for the Building of which the Premises are a part, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupancy thereof.

4.3 Hazardous Acts; Waste; Nuisance.

(a) Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any property and extended coverage insurance policy covering the Building and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph.

(b) Tenant shall not do nor permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

(c) Tenant shall not materially adversely affect (as determined by Landlord) the indoor air quality of the Premises or the Building. The preceding sentence shall apply to the use of the Premises, the type of equipment, furniture, furnishings, fixtures and personal property that may be brought into the Premises by Tenant or its agents, representatives, employees, contractors, or invitees, the standard of maintenance required for the Premises, and compliance with any smoking policy now or hereafter adopted for the Building by Landlord or required by law.

(d) Tenant covenants and agrees, at its sole cost and expense: (a) to comply with all present and future laws, orders and regulations of the federal, state, county, municipal or other governing authorities, departments, commissions, agencies and boards regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "trash"); (b) to comply with any recycling policy established by Landlord as part of Landlord's sustainability practices where such policy may be more stringent than applicable law; (c) to sort and separate its trash and recycling into such categories as are provided by law or Landlord's sustainability practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Landlord; (e) that Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or by Landlord's own sustainability practices, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord; and (f) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall provide Landlord annually or at such other times as Landlord may reasonably request with waste manifests for all waste that left the Building under Tenant's control, including, without limitation, off-site paper shredding and electronic waste.

SECTION 5. BUILDING SERVICES AND MAINTENANCE

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5.1 Landlord's Services. Landlord will provide all of the following utilities and services:

(a) Electricity and water for the Premises, as reasonably necessary for the uses permitted under this Lease, except to the extent those utilities are separately metered or submetered to the Premises;

(b) Heat and air-conditioning as reasonably necessary for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding legal holidays;

(c) Unless the Premises are equipped with a water heater, hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;

(d) General janitorial and cleaning services for the Premises and Common Areas, five (5) days per week, Monday through Friday, excluding legal holidays;

(e) Building-standard light bulb replacement in the Premises and Common Areas;

(f) Elevator service during normal business hours, if the Building is equipped with elevator(s);

(g) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and

(h) Normal maintenance and servicing of toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing required on account of misuse of any of the foregoing or the disposal of foreign materials or substances not intended to be disposed in toilets or sinks, all of which shall be the sole responsibility of Tenant.

5.2 Utility Services; Damage to Tenant's Property. Tenant shall submit to Landlord energy and water consumption data (including without limitation total usage and total charges as they appear on any electric, gas, water, and other utility bills Tenant receives) for the Premises in a format reasonably acceptable to Landlord and at such intervals as Landlord may reasonably request. If Tenant requires or utilizes more water or electric power than is considered reasonable or normal by Landlord, Landlord may reasonably determine and require Tenant to pay as Additional Rent, the cost incurred as a result of such additional usage, including without limitation any excess utility charges, sales or other taxes, and resultant increases in electricity charges or carbon offsets ("**Surcharge**"). Tenant agrees to pay at Landlord's request all separately metered or sub-metered utilities required and used by Tenant in the Premises. Landlord may require one or more separate meter(s) or separate sub-meter(s) to be installed or used for any of Tenant's utilities, including, but not limited to, water and electric power. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (a) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (b) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (c) the making of any alterations, repairs or improvements as described in the preceding sentence; (d) any act or omission of Tenant; or (e) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services.

5.3 Medical and Hazardous Waste.

(a) Notwithstanding the generality of 5.1(d) and 5.1(h), Tenant, at Tenant's sole cost and expense, shall be responsible for medical, special and infectious waste removal for the Premises and the maintenance and storage thereof pending removal, all in accordance with all applicable laws, regulations and orders. Tenant shall not cause or permit the release, storage or disposal of any Hazardous Materials (as defined herein), substances, wastes or materials, or any medical, special or infectious wastes, on or about the Premises or the Building except in accordance with all applicable laws and as expressly permitted by Landlord, provided that in no event shall Landlord's permission be deemed to be granted if such permission would be in conflict with applicable law. "**Hazardous Materials**" means all flammable explosives, petroleum and petroleum products, waste oil, radon, radioactive materials, toxic pollutants, asbestos, polychlorinated biphenyls ("**PCBs**"), medical waste, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. The term "**Hazardous Materials**" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous material" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises. Tenant shall comply with all rules and policies set by Landlord, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. To the extent permitted by applicable law, Tenant shall indemnify, defend and hold the Landlord Parties (as defined in Section 7.1 below) harmless from and against any claims, expenses, losses, damages, costs or liabilities arising out of or connected with Tenant's failure to comply with the terms of this Section 5.3, which terms shall survive the expiration or earlier termination of this

Lease, and Tenant shall pay for the repair of any damage to pipes, plumbing, or other components of the Building caused in whole or in part by Hazardous Materials at the Premises (or by the disposal of such substances) as a result of Tenant's or any Tenant Party's use of the Premises.

(b) Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse and Landlord shall have no duty or obligation to remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises (except as provided by separate contract as set forth above in Section 5.3(a). If requested by Landlord, Tenant shall dispose of all waste, garbage and recyclable materials in designated collection areas, in compliance with Landlord's instructions and applicable law. Tenant will dispose of, in an environmentally sustainable manner, any of Tenant's equipment, furnishings, or materials no longer needed by Tenant and shall recycle or re-use in accordance with Landlord's sustainability practices. Tenant will report such activity to Landlord from time to time upon Landlord's request. Failure to comply with this Section 5.3 can lead to penalties and fines provided for by applicable municipal code or other applicable law. Tenant shall be solely responsible for and shall pay any such penalties or fines resulting from Tenant's failure to comply with this Section 5.3.

5.4 Landlord's Repairs. Except as provided in subparagraph 5.5(b), Landlord shall maintain in good repair the Building, the Common Areas and facilities of the Building used by Tenant, the mechanical, plumbing and electrical systems of the Premises, the walls, floors, doors, windows and all structural elements of the Premises (excepting window coverings and painting and repair or replacement of floor or wall coverings). Except as otherwise specifically provided in Section 5, Landlord shall have no duty to maintain, repair, clean or service the Premises and Landlord shall not be liable for any actual, consequential or other damages, costs, liabilities or expenses with regard to maintenance, repair, cleaning or service in, about, on or of the Premises.

5.5 Tenant's Repairs.

(a) Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, except to the extent such maintenance, repairs and replacements are to be provided by Landlord pursuant to this Section 5. All maintenance and repairs made by Tenant must comply with Landlord's sustainability practices, including any Third Party Sustainability Standards adopted for the Building (provided Tenant is given notice of same), as the same may change from time to time.

(b) In addition, Tenant shall promptly repair, in a good and workmanlike manner, any damage to the Premises or other part of the Building caused by any breach of this Lease to maintain the Premises, any misuse of the Premises or any part thereof, or any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus, if Tenant does not pay such cost within thirty (30) days of the date the repairs were made, interest at the Interest Rate (as defined in paragraph 21.9).

(c) External Equipment.

(i) If Tenant uses or operates any "**External Equipment**" (as hereinafter defined), Tenant, at its sole cost and expense, shall be responsible for any External Equipment (as hereinafter defined) in all respects and for all utility services used in the operation of such External Equipment. Tenant shall ensure that all use of External Equipment is in accordance with all applicable laws, codes, and regulations. Tenant shall maintain the External Equipment in good, safe repair and condition, and Tenant shall make all repairs and replacements necessary to keep the same in such condition. In particular, without limiting the generality of Tenant's maintenance obligations as set forth in the preceding sentence, Tenant shall be solely responsible for satisfying any requirements for governmental licenses or permits required for any External Equipment. Such requirements may include, but may not be limited to, standards for accreditation set by the Joint Commission ("**TJC**") and local or state healthcare agency requirements. Further, Tenant shall, at its sole cost and expense, promptly repair, in a good and workmanlike manner, to Landlord's reasonable satisfaction, any damage to the Premises or the Building caused in connection with or related to the External Equipment. If Tenant fails to do so within thirty (30) days after Landlord gives notice, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs. Any payment or reimbursement due Landlord under this Section 5.5(c) shall, at Landlord's option, accrue interest at the Interest Rate (as hereinafter defined) from the date ten (10) days after such payment is due and payable until such time as paid.

(ii) If any External Equipment or any service provided to the Premises by External Equipment is shared by or is also provided by the External Equipment for the benefit of any other tenants of the Building, Tenant shall not permanently shut down or remove any such shared External Equipment without providing at least ninety (90) days prior written notice to Landlord.

(iii) As used herein, "**External Equipment**" shall include, but shall not be limited to, x-ray equipment, auxiliary or emergency power generating equipment and systems and oxygen and medical gas systems, fiber optics and telecommunications receiving and transmitting equipment and systems and all related cabling, wiring and piping (which Tenant shall remove at Landlord's request), and any facilities or equipment that are not normally or customarily used by a typical tenant of a standard medical office building, which (a) are located in, on or adjacent to the Building or on the land on which the Building is located or are used in connection with the Building or the Premises, and (b) are dedicated to the exclusive use of Tenant or of one or more portions of the Premises, except to the extent such External Equipment is shared with one or more other tenants of the Building. Landlord reserves the right to designate certain equipment as External Equipment in its reasonable discretion from time to time.

(iv) Tenant acknowledges and agrees that any External Equipment it uses shall be installed, used and maintained solely for Tenant's benefit (except to the extent such External Equipment is shared by any other tenants of the Building) and, notwithstanding anything in this Lease seemingly to the contrary, Landlord shall not be liable for any claims, actions, proceedings, costs, expenses, actual,

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consequential or other damages or other liabilities arising in any way from any External Equipment, including, but not limited to, the use, misuse, breakdown or interruption of service of same.

SECTION 6. ALTERATIONS

6.1 Alterations by Tenant. Tenant may not make any changes, alterations, improvements or additions, including without limitation, External Equipment, to the Premises or attach or affix any articles thereto without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. All alterations, additions, or improvements which may be made upon the Premises by Landlord or Tenant (except unattached trade fixtures and office furniture and equipment owned by Tenant) shall not be removed by Tenant, but shall become and remain the property of Landlord. All alterations, improvements, and additions to the Premises (as permitted by Landlord) shall be done only by Landlord or contractors or mechanics approved by Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the Term. If Tenant fails to restore the Premises to Landlord's reasonable satisfaction, Landlord shall have the right to do so on Tenant's behalf and such costs incurred by Landlord shall be due from Tenant within ten (10) days after Landlord's demand. Any security deposit held by Landlord may, at Landlord's option, be credited against the amount payable by Tenant to restore the Premises. Any mechanic's or materialman's lien which has been filed against the Premises or the Building arising out of work done for, or materials furnished to or on behalf of Tenant, its contractors or subcontractors shall be discharged, bonded over, or otherwise satisfied by Tenant within ten (10) days after Tenant is notified of the lien. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within ten (10) days following Tenant's receipt of a bill from Landlord.

6.2 Construction Insurance. In addition to any other requirements set forth in this Lease, in the event that Tenant makes any alterations affecting the Premises, prior to the commencement of such alterations, Tenant shall provide Landlord with evidence that Tenant carries Builder's All Risk insurance in an amount approved by Landlord covering the construction of such alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such alterations shall be insured by Tenant immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry (i) Commercial General Liability Insurance in an amount approved by Landlord, with Landlord, and, at Landlord's option, Landlord's property manager and project manager, as additional insureds in an amount approved by Landlord, and otherwise in accordance with the requirements of this Lease, and (ii) workers compensation insurance with a waiver of subrogation in favor of Landlord. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such alterations and naming Landlord as a co-obligee.

SECTION 7. DAMAGE TO PROPERTY - INJURY TO PERSONS; INSURANCE; INDEMNIFICATION

7.1 Tenant's Indemnity. Except as expressly provided in Section 21.5 of this Lease and to the extent permitted by applicable law,, Tenant shall indemnify and hold Landlord and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "**Landlord Party**") harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) any occurrence, accident or injury within the Premises; (b) Tenant's or Tenant's employees, agents, contractors, subtenants or licensee's use or occupancy of the Premises or the conduct or manner of Tenant's business or profession (including, but not limited to, any claims losses, costs, damages, liabilities, or expenses arising from or related to Tenant's leased or owned equipment or other property located in, on, or about the Premises or the Building); (c) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees; or (d) Tenant's breach of or default under this Lease. Tenant shall further indemnify and hold each Landlord Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against a Landlord Party by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to the affected Landlord Party. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. No Landlord Party shall be liable to any person or entity for any injury to person or damage to property actually or allegedly caused by any act, omission, or neglect of a Tenant Party or an invitee or licensee of Tenant or by Tenant's breach of this Lease. Notwithstanding any other provision of the Lease to the contrary, no provision of this Lease shall be considered a waiver of 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 Tenant and the Landlord understands that the Tenant its commissioners, officials, officers, directors, agents and employees, are relying on the same.

7.2 Landlord's Indemnity. Except as expressly provided in Section 21.5 of this Lease, Landlord shall indemnify and hold Tenant and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "**Tenant Party**") harmless from and against any and all claims, losses, costs damages, liabilities, and expenses arising from: any accident or occurrence occurring within the Building (except the Premises unless caused by Landlord's gross negligence) or the Common Areas and facilities, arising out the negligence or willful misconduct of Landlord, or of Landlord's agents, employees, contractors or invitees. Landlord shall and hereby does further indemnify and hold each Tenant Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any such claim, action or proceeding is brought against a Tenant Party, Landlord, upon notice from Tenant, shall defend same at Landlord's expense by counsel reasonably satisfactory to the affected Tenant Party.

7.3 Insurance. Tenant shall, throughout the Term at its sole cost and expense, provide and keep in force, with insurance companies with an AM Best rating of A-IX or better, insurance in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) comprehensive general public liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming Landlord its property manager and such other parties as Landlord, may reasonably require, as additional insureds using form CG 20 11 01 96 or its equivalent with such coverage being primary and non-contributory to any such insurance maintained by such additional insured parties; (b) property insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of property insurance; and (c) workers' compensation insurance to the extent

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required under applicable law. All such policies shall contain a waiver of subrogation in favor of all Landlord Parties. Tenant shall furnish the Landlord with proof of all such insurance prior to any use of such Premises and proof of renewal prior to the expiration of any such policies. In addition, Tenant agrees to provide copies of such insurance policies upon Landlord's reasonable request. In lieu of carrying any policy of insurance required to be carried by Tenant under subsection 7.3(a), Tenant shall have the option, either alone or in conjunction with Tenant's ultimate parent corporation, to maintain self-insurance, subject to the limitations of Title 29, Colorado Revised Statutes, as amended, and or provide or maintain any insurance required by subsection 7.3(a) under blanket insurance policies maintained by Tenant, provided that the same does not thereby decrease the insurance coverage or limits set forth herein.

7.4 Waiver of Liability. Neither Landlord nor its agents shall be liable for any damage to property entrusted to employees of the Building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless directly and entirely caused by and due to the negligence of Landlord. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

7.5 Limitation of Liability. Notwithstanding any provision hereof seemingly to the contrary, in no event shall Landlord's total liability under this Lease exceed Landlord's interest in the Building. Tenant shall look solely to Landlord's interest in the Building for the satisfaction of any judgment or decree requiring the payment of money by Landlord and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, executors, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever.

SECTION 8. DAMAGE OR DESTRUCTION

Excepting Tenant's indemnity obligations under this Lease to the extent permitted by applicable law, if the Premises are damaged by fire or other casualty (collectively "**Casualty**"), the damage shall be repaired by and at the expense of Landlord, unless such damage arises from circumstances addressed in Section 7.1, provided such repairs can, in Landlord's opinion, be made within one hundred eighty (180) days after the occurrence of such Casualty without the payment of overtime or other premiums. If such repairs cannot, in Landlord's opinion, be made within one hundred eighty (180) days, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect. Landlord's election to make such repairs must be evidenced by written notice to Tenant within sixty (60) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within one hundred eighty (180) days, then either party may, by written notice to the other, cancel this Lease as of the date of the Casualty. In the event Landlord makes such repairs, then until such repairs are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of Tenant's practice of medicine. However, there shall be no abatement of Rent if the Casualty is due to the (i) failure of Tenant's External Equipment, or (ii) negligent acts or omissions of Tenant or Tenant's employees, contractors or invitees. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises. If this Lease is not terminated pursuant hereto, Tenant shall promptly repair and restore any such partitions, fixtures, additions or other improvements that Tenant is required to construct, place or install in, on or about the Premises pursuant hereto.

SECTION 9. EMINENT DOMAIN

If the Building, the Premises or a material part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so that the Premises shall become totally untenantable, this Lease shall terminate as of the earlier of the date when title or possession thereof is acquired or taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. If a part of the Building or a portion of the Premises shall be taken such that the Premises becomes only partially untenantable, Base Rent shall be proportionately abated. All compensation awarded for any taking (or the proceeds of negotiated sale under threat thereof) whether for the whole or a part of the Building or the Premises, shall be the property of Landlord, whether such proceeds or award is compensation for loss or damage to Landlord's or Tenant's property or their respective interests in the Premises, the Tenant hereby assigns all of its interest in any such award to Landlord. However, nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award expressly made to Tenant for: (a) the taking of personal property and fixtures belonging to Tenant; (b) the interruption of or damage to Tenant's business or profession; (c) the cost of relocation expenses incurred by Tenant; and (d) Tenant's unamortized cost of leasehold improvements; provided that the making of any such award to Tenant shall not reduce or diminish Landlord's award relating to such condemnation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement or stipulation.

SECTION 10. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall not, either voluntarily or by operation of law, directly or indirectly, sell, assign, hypothecate, mortgage or transfer this Lease, in whole or in part, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by any person, corporation, partnership, or other entity except Tenant or Tenant's employees, without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion. A transfer of stock control in Tenant to an entity or entities that do not have stock control on the Commencement Date, if Tenant is a corporation, or the transfer (in aggregate) of a greater than forty-nine percent (49%) beneficial ownership interest in Tenant subsequent to the Commencement Date, if Tenant is a partnership or other entity, shall be

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deemed an act of assignment hereunder. In addition, any such subletting or assignment transaction shall be in all respects in compliance with the applicable provisions of the Medicare Anti Kick-Back Law, 42 USC 1320a-7(b)(1) and (2) and the Stark Self-Referral Prohibition Act, 42 USC 1395nn et. seq., as the same may be modified, supplemented or replaced from time to time, and all regulations promulgated thereunder from time to time. Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises which is not in compliance with the provisions of this Section 10 shall be void. The consent by Landlord to any assignment or subletting shall not be construed as relieving Tenant from obtaining the express prior written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the moneys still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. In the event of any assignment or subletting approved by Landlord, the assignee or sublessee shall assume all of Tenant's obligations under this Lease and shall be bound to comply with all the terms and provisions of this Lease and Tenant and such assignee or sublessee shall be jointly and severally liable for the performance of Tenant's covenants under this Lease.

Notwithstanding anything in this Section 10 to the contrary, provided Tenant is not in default under the terms of the Lease, without the consent of Landlord, but after giving sixty (60) days' prior written notice to Landlord, Tenant may assign or sublease this Lease to any subsidiary or other entity owned at least 51%, directly or indirectly, by Tenant. Tenant shall provide Landlord with a copy of any such assignment or sublease agreement within thirty (30) days of consummation of such transfer. No such assignment or sublease without the consent of Landlord shall be effective unless such assignee assumes in writing all of the obligations of Tenant under this Lease. Tenant shall not be released of liability for the payment of Rent or for the performance and observance of all of the other covenants and agreements of Tenant under the Lease after the effective time of such assignment.

SECTION 11. CONSTRUCTION OF FLOOR TWO AND FLOOR THREE TENANT IMPROVEMENTS; ACCEPTANCE OF PREMISES

11.1 Floor Two and Floor Three Tenant Improvements. Landlord shall prepare Floor Two and Floor Three for Tenant's use by causing to be installed and performed certain improvements ("**Floor Two and Floor Three Tenant Work**") in accordance with architectural and other drawings, plans, and cost estimates agreed to in writing by both Landlord and Tenant ("**Plans and Specifications**"). A copy of the Plans and Specifications, initialed by Landlord and Tenant, are attached hereto as Exhibit G. Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Commencement Date. Tenant shall pay the cost of (i) any additional work or improvements incurred after the Commencement Date except for any work that remains to be completed as itemized on a punch list and (ii) any items not expressly included in the Plans and Specifications. Tenant shall cooperate with Landlord in developing the Plans and Specifications for Floor Two and Floor Three Tenant Work prior to construction, but all Floor Two and Floor Three Tenant Work shall be designed, performed and/or constructed by architects, engineers, contractors and/or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Floor Two and Floor Three Tenant Work items shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Floor Two and Floor Three Tenant Work items are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Floor Two and Floor Three Tenant Work items as a condition to such consent. Any dispute with respect to Floor Two and Floor Three Tenant Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction.

11.2 Cooperation; Variations. Throughout the process of preparing the Plans and Specifications and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the Plans and Specifications required by any governmental or quasi-governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

11.3 Commencement Date. Notwithstanding the date specified in Section 1 of the Lease, the Commencement Date shall be the earlier of (i) the date upon which Landlord receives a certificate of occupancy or analogous document for the Floor Two and Floor Three Tenant Work, as issued by the appropriate governmental authority, or (ii) June 1, 2025, with the exact date being established by Landlord via written notice to Tenant once the Commencement Date has been determined in accordance herewith. The Commencement Date specified in such writing shall be binding on Landlord and Tenant and shall supersede any Commencement Date identified elsewhere in this Lease. If Landlord gives no such written notice, the Commencement Date shall be the date of issuance of the certificate of occupancy or analogous document for the interior build-out of Floor Two and Floor Three.

11.4 Substitutions; Change Orders and Extras. Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Floor Two and Floor Three Tenant Work on the part of Floor Two and Floor Three affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local code requirements. If the cost of Tenant's substitutions causes the cost of the Floor Two and Floor Three Tenant Work to exceed the amount set forth in the Plans and Specifications, the Tenant shall be responsible for such difference in cost. Any change orders or extras requested by Tenant and not included in the Plans and Specifications must be agreed to by Landlord in writing. Tenant will pay the cost of any change or extra at such time as Tenant is instructed by Landlord to pay same. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable. In the event of the failure of Tenant to pay Landlord any amounts required of Tenant under this Section 11 within ten (10) days of Landlord's request for same, Landlord may elect to terminate this Lease by giving Tenant written notice.

11.5 Interference with Construction. Prior to the Commencement Date, Tenant shall not place any personal property in Floor Two or Floor Three or enter into or upon the Floor Two or Floor Three (except to inspect the same where accompanied by a representative of Landlord) or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

11.6 Conditions. If a casualty occurs to Floor Two and Floor Three and or the Building prior to the Commencement Date, Landlord may at Landlord's option either terminate this Lease, in which event this Lease shall become void and of no effect, or rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty.

11.7 Delays Beyond Landlord's Control. Landlord anticipates Floor Two and Floor Three will be completed by the estimated Commencement Date set forth in Section 1, but Tenant understands Landlord cannot guarantee completion by that date. Tenant acknowledges and agrees that completion of Floor Two and Floor Three may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of Floor Two and Floor Three or in the Commencement Date, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease. Tenant acknowledges and agrees that the granting of any limited right of possession or access by Landlord to Tenant prior to the Commencement Date shall not constitute a waiver by Landlord of any of Landlord's rights or Tenant's obligations under this Lease. Tenant shall not intentionally delay the Floor Two and Floor Three Tenant Work or the Commencement Date. Except where another time frame is specifically provided under this Lease, Tenant's failure to make a decision or take an action necessary for the progress of the Floor Two and Floor Three Tenant Work within ten (10) days of Landlord's written request for such a decision or action shall constitute a material default and breach of the Lease.

11.8 Certain Modifications. Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of Floor Two and Floor Three may differ at the Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of Floor Two and Floor Three shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent, to be the actual square footage of Floor Two and Floor Three as of the Commencement Date, subject to remeasurement by Landlord from time to time in accordance with Section 3.2 of this Lease.

SECTION 12. DEFAULTS

12.1 Events of Default. The occurrence of any of the following shall constitute a material default and breach of the Lease:

(a) The vacating or abandonment of the Premises by Tenant.

(b) A failure by Tenant to pay Rent or to make any other payment required to be made by Tenant hereunder within ten (10) days after same is due and payable.

(c) A failure to maintain the insurance required pursuant to Section 7 of this Lease.

(d) A violation of the terms of Section 4, Section 5.3, Section 10 or Section 16 of this Lease.

(e) A failure to provide any declaration, document or instrument required pursuant to Section 18 of this Lease within the time period set forth in such Section.

(f) A failure by Tenant to observe and perform any other obligation under this Lease to be observed or performed by Tenant, other than payment of any Rent, within thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligation; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecute the same to completion by not later than ninety (90) days after Tenant receives Landlord's written notice.

(g) The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

12.2 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and diligently prosecute the same to completion. In the event of a default by Landlord, Tenant shall be entitled to pursue all rights and remedies available to it under applicable law or in equity.

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12.3 Cross-Default. If Tenant (i) fails to pay any amount due on the due date or within any applicable grace period, under any lease or agreement to which it (or any of its affiliates) and Landlord (or any of Landlord's affiliates) are parties (any such lease or agreement, including this Lease, a "**Related Agreement**"); or (ii) defaults under any other term or condition of any Related Agreement(s), then Landlord may declare an event of default under all such Related Agreements and exercise its rights and remedies thereunder.

SECTION 13. REMEDIES

13.1 Remedies. In the event an event of default occurs on the part of Tenant as set forth in Section 12, Landlord may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease:

(a) Upon the occurrence of an event of default on Tenant's part as set forth in Section 12, Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due, and Landlord may re-enter the Premises with or without legal process and relet them, or any part of them, to third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry, as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Landlord may employ to recover said rents. Landlord shall be responsible for mitigation of damages due Landlord for violation of this Lease to the full extent that Landlord is required to mitigate damages under the then current law of the State where the Building is located. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, attorneys' fees and costs and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease, and in no event shall Landlord be under any obligation to relet the Premises. On the dates such rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.

(b) At any time after the occurrence of an event of default by Tenant as described in Section 12, Landlord may terminate Tenant's right to possess the Premises without terminating the Lease. Upon termination of Tenant's right to possess, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 21.9); and the amount of Rent that would have been due for the remainder of the Term if the Tenant's possession of the Premises continued until the expiration of the Term.

(c) At any time after the occurrence of an event of default by Tenant as described in Section 12, Landlord may terminate this Lease. Upon termination, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 21.9); and the amount of Rent that would have been due for the remainder of the Term if the Lease had continued until the expiration of the Term.

(d) In the event Landlord engages third parties to collect amounts owed by Tenant or to cure any non-monetary defaults by Tenant, any and all fees charged by such third parties, including, but not limited to, attorneys' fees, collection agency fees, court or legal costs and other expenses incurred shall be due and payable by Tenant to Landlord.

13.2 Additional Remedies. Should any of these remedies not be permitted by the laws of the state in which the Building is located, then such remedy shall be considered deleted and unenforceable, and the remaining remedies shall remain in full force and effect. Landlord may avail itself of these as well as any other remedies or damages allowed by law, including, but not limited to, a statutory landlord's lien on personal property in the Premises where applicable and available. All rights, options and remedies of Landlord provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

SECTION 14. RULES AND REGULATIONS

Tenant shall observe faithfully and comply strictly with the Rules and Regulations set forth on Exhibit D attached to this Lease and made a part hereof, and such other rules and regulations as Landlord may from time to time reasonably adopt regarding the Building. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Building. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

SECTION 15. RIGHT OF ACCESS

Upon reasonable notice to Tenant, Landlord and its agents shall have free access to the Premises during all reasonable hours (provided, however, Landlord shall have no obligation as a result of access or inspection conducted under this paragraph to make any repairs other than as expressly set forth herein), (i) for the purpose of inspecting, maintaining, installing, constructing, removing or repairing any pipes, ducts, conduits, wiring, supports, improvements, systems, components or other items as Landlord may deem necessary or desirable, regardless of whether such items serve the Premises and/or other portions of the Building and whether such work is to be done within, adjacent to, above, or below the Premises, and (ii) to exhibit the Premises to prospective purchasers, lenders or tenants. Landlord and its agents shall have access to the Premises at any time without prior notice in the event of an emergency. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business in exercise of Landlord's rights under this Section 15.

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SECTION 16. END OF TERM

16.1 Surrender of Premises. At the termination or expiration of the Term of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

16.2 Holdover. In the event Tenant holds over after the expiration or earlier termination of this Lease or any renewal thereof, such holding over shall thereafter constitute a tenancy at will terminable at any time by Landlord or Tenant giving written notice to the other. Such holding over shall be on all of the same terms and conditions as this Lease (other than the duration of the term and the amount of Rent and as otherwise specified in this Section 16.2) and Tenant shall pay Landlord Rent for the period of its hold over at the times for payment specified herein, which Rent shall be: (a) for each of the first six (6) months of such holdover tenancy, one hundred twenty-five percent (125%) of the amount in effect immediately prior to the expiration of the term or any renewal thereof; or (b) for each month after the first six (6) months of such holdover tenancy, one hundred fifty percent (150%) of the amount in effect immediately prior to the expiration of the term or any renewal thereof. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a holdover hereunder or result in an extension of this Lease.

SECTION 17. ASSIGNMENT OR OTHER TRANSFER OF LANDLORD'S INTEREST

Landlord may freely assign, sell or otherwise transfer the Premises or this Lease, or Landlord's interest hereunder, without Tenant's consent. In the event of any transfer or transfers of Landlord's interest in the Premises or in the real property of which the Premises are a part, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

SECTION 18. ESTOPPEL CERTIFICATE, ATTORNMENT, AND NON-DISTURBANCE

18.1 Estoppel Certificate. Within ten (10) days following receipt of Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the commencement and termination dates of the Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) the sum of advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) the amount of security deposited with Landlord; and (vii) such other information as Landlord reasonably requires. Persons receiving such statements of Tenant shall be entitled to rely upon them.

18.2 Sale of Landlord's Interest. In the event of the sale or assignment of Landlord's interest in the Premises or the Building or if the holder of any existing or future mortgage, deed to secure debt, deed of trust, or the lessor under any existing or future underlying lease pursuant to which Landlord is the lessee, shall hereafter succeed to the rights of Landlord under this Lease, then at the option of such successor, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Landlord, and Tenant, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Tenant executes and delivers the instrument requested by such successor landlord.

18.3 Subordination. This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Building is located, and to any existing or future lease by which Landlord leases the Building and/or the ground upon which the Building is located (in which latter instance this Lease is a sublease), and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Tenant shall execute and deliver all documents requested by any mortgagee, security holder or lessor to effect such subordination. If Tenant fails to execute and deliver any such document requested by a mortgagee, security holder or lessor to effect such subordination, Landlord is hereby authorized to execute such documents and take such other reasonable steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact, it being agreed that such power is one coupled with an interest. Tenant's failure to execute and deliver such documents or instruments provided for in this Section 18 within fourteen (14) days after the receipt by Tenant of a written request shall constitute a default under this Lease.

SECTION 19. SUSTAINABILITY

19.1 Information. Tenant shall provide Landlord, from time to time upon Landlord's request, with such information about the Premises as may be in Tenant's possession or of its employees, architects, engineers, vendors, agents, contractors, or other representatives as may be applicable to determining or maintaining the sustainability of the Building and/or the Premises. This information may include, without limitation, information provided to the U.S. Green Building Council or the Green Building Initiative, or their affiliates, or any comparable third-party certification agencies now or hereafter in existence, to substantiate any third-party rating. To minimize the Building's carbon footprint by conserving energy, Tenant shall (upon Landlord's written request) use proven energy efficiency and carbon reduction measures in the Premises, which measures may include without limitation using energy efficient light bulbs in task lighting, using daylighting measures to avoid overlighting interior spaces, using automatic dimmer switches and motion detectors on lighting fixtures when feasible, closing window shades that face the sun, turning off lights and equipment when feasible at the end of the work day, and purchasing ENERGY STAR qualified equipment when such equipment is commercially available.

19.2 Cooperation Regarding Standards and Accreditations. Landlord may, from time to time, decide to develop, maintain and or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including without limitation Third Party Sustainability Standards. Should Landlord notify Tenant of such a decision, Tenant shall cooperate with Landlord's efforts in that regard. Tenant's cooperation shall include, without limitation, providing Landlord with information within fourteen (14) days after a request is made about Tenant's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information.

19.3 Regulatory Controls. Tenant agrees to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to the Building issued by the federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in office buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance by Landlord or the Building with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any Rent payable hereunder.

19.4 Greenhouse Gas Testing. Landlord shall be entitled at any time and from time to time to undertake greenhouse gas production monitoring and testing, including testing within the Premises on reasonable notice to Tenant.

19.5 Occupancy Sensors. Within sixty (60) days of Landlord's written request, Tenant shall install occupancy sensors on all light fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are normally occupied, such as individual offices and conference rooms.

19.6 Janitorial. Should Landlord authorize Tenant to undertake its own cleaning of the Premises, Tenant shall adopt a low environmental impact cleaning policy and shall use only cleaning equipment and products that reduces impacts on indoor air quality, including, by way of example and not limitation, sustainable cleaning chemicals that meet the Green Seal GS-37 or the U.S. Environmental Protection Agency's Design for the Environment standards, micro-fiber wipes, dust cloths and dust mops in place of paper wipes, paper products that contain at least 30 percent recycled content and which are recyclable, chemicals that are durable, slip resistant and free of zinc (metal-free) and compliant with the Green Seal GS-40 Standard and/or CCD-147, and carpet care products meeting the requirements of the Green Seal GS-37 Standard and/or CCD-148. Tenant shall provide to Landlord, upon written request, documentation that this policy has been followed, showing specifications for chemicals used, dates and activities associated with cleaning maintenance, and dates and outline of cleaning worker training. If Landlord so requests, Tenant shall ensure that (i) any cleaning contracts entered into by it require the cleaning contractor to comply with elements of any environmental management plan adopted by Landlord and (ii) the cleaning contractor properly understands and is trained in the maintenance of specialized green facilities.

19.7 Electrical Power. Landlord shall be entitled at any time or from time to time to acquire all or part of the electrical power for the Building from sources with low greenhouse gas emissions. Any incremental cost in so doing above the cost of obtaining conventionally-generated electricity shall be included in Operating Costs.

19.8 Green Roof; Solar Panels. Landlord may, at any time and from time to time, install and maintain a vegetated green roof or solar panels on the roof of on the Building (collectively the "**Green Roof**"). The cost of installation shall be borne by Landlord but the amortized cost may be included in Operating Costs to the extent that the Green Roof reduces the Building's energy costs, and the cost of maintaining such a green roof shall be an Operating Cost.

19.9 Water. Tenant acknowledges and agrees that Landlord may require the use of treated recycled or treated natural water in washrooms and in other applications where potable water usage is not required. Tenant acknowledges that the Landlord may implement rainwater collection, treatment and reuse methods, natural plantings and other methods of reducing water usage, including without limitation the use of water-saving appliances, such as waterless urinals.

19.10 Carbon Offset Credits. Any carbon offset credits, renewable energy credits, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("**Carbon Offset Credit**") received by the Building or by Landlord and applicable to the Building shall belong to Landlord except to the extent, if any, to which (i) Tenant may be entitled to them under applicable law, in which event Tenant shall be entitled to the Carbon Offset Credit to the extent required by law, (ii) the same arise directly from any action or activity undertaken by Tenant itself in the Premises that result in decreased consumption of natural resources by the Building or the avoidance of environmental impacts on air, soil or water, or (iii) Tenant may have paid as an Operating Cost or contributed to a cost or program that obtained the Carbon Offset Credit and Tenant is not compensated under preceding clause (i) of this subsection, in which event Tenant shall be entitled to an equitable share, as determined by Landlord in its reasonable discretion, after first netting out the costs of participating in the carbon reduction program and/or of obtaining the credit.

19.11 Green Purchasing. Upon Landlord's written request, Tenant shall adopt and implement an environmentally preferable purchasing policy in accordance with then-current LEED-EB:O&M standards. In such event, in addition to complying with the purchasing policy established by LEED-EB:O&M for materials acquired for the Premises, Tenant shall also maintain records sufficient to substantiate compliance and provide such records to Landlord upon request.

SECTION 20. NOTICES

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(a) Any notice required or permitted to be given hereunder shall be in writing and may be given by: (i) hand delivery and shall be deemed given on the date of delivery; (ii) registered or certified mail and shall be deemed given the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given the following day.

(b) All notices to Tenant shall be addressed to Tenant at the address identified in Section 10 of the Summary and to Landlord as follows (or to any other address that Landlord shall designate in writing):

DOC-11045 Lansing Circle MOB, LLC.
a Wisconsin limited liability company
3000 Meridian Boulevard, Suite 200
Franklin, Tennessee 37067
Attention: Asset Manager

SECTION 21. MISCELLANEOUS PROVISIONS

21.1 Attorneys' Fees. In the event that suit is brought or an attorney is engaged by either party against the other for a breach or default under the terms of this Lease, each party shall pay its own costs and attorneys' fees regardless of outcome.

21.2 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease.

21.3 Headings; Certain Definitions. The Section and paragraph captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. The word "**Term**" as used herein, shall be deemed to include, where applicable, any extended or renewal term. The word "**Landlord**" means the owner of the Building from time to time, and in the event of any sale, conveyance or lease of the Building, the Landlord shall be released from all covenants and conditions as Landlord hereunder and without further agreement between the parties, the purchaser, lessee or other transferee of the Building shall be deemed to have assumed all covenants and conditions of Landlord hereunder. No consent of Tenant shall be required in the event of any such sale, conveyance or lease of the Building which is made subject to this Lease, or to any sale or conveyance of the Building pursuant to which Landlord leases the Building back from such purchaser or other transferee, in which case this Lease shall remain in full force and effect as a sublease between Landlord, as sublessor and Tenant, as sublessee.

21.4 Incorporation of Prior Agreements; Amendments. This Lease and the Exhibits and Amendments attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

21.5 Waiver of Subrogation. Landlord and Tenant hereby mutually waive any and all rights of recovery against one another and each other's agents and employees, for (i) real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "**All Risk**") and (ii) any loss relating to business interruption at the Premises, whether or not such insurance is actually carried. The foregoing releases shall be applicable even though the loss or damage may have been caused by the negligence of the party hereby released (or that party's agents or employees), it being understood that each party shall look solely to its own insurance (or self-insurance) in the event of any such loss or damage. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense.

21.6 Waiver. No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of any Rent, in whole or in part, shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time. For the avoidance of doubt, all waivers shall be in writing and signed by the waiving party.

21.7 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein.

21.8 Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms, conditions and limitations set forth in this Lease.

21.9 Late Charge. If any monthly installment of Base Rent or Tenant's Proportionate Share of Operating Costs or any payment of Additional Rent is not paid within ten (10) days after such installment or payment is due and payable (the "**Late Payment Date**"), Tenant shall, upon demand, pay Landlord a late charge of five percent (5%) of the amount of such installment or payment (or, if less, a charge in the maximum amount permitted under applicable law). In addition, if any such past due installment of Base Rent or Tenant's Proportionate Share of Operating Costs or payment of Additional Rent is not paid within the thirty (30) day period following the Late Payment Date or within any subsequent thirty (30) day period, such past due installment or payment shall, at Landlord's discretion, be subject to an additional late charge in the same amount for each such thirty (30) day period until paid. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency. Any amounts payable to Landlord under this Lease, if not paid in full on or before the due date thereof, shall, at Landlord's discretion, bear interest on the unpaid balance at the rate of interest (the "**Interest Rate**") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus four percent (4%) per annum (or, if lower, the maximum rate permitted under applicable law), with each change in such prime rate being effective on the date such change is published.

21.10 Binding Effect. This Lease shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. However, nothing in this Section shall be deemed to amend the provisions of Section 10 on Assignment and Subletting.

21.11 Governing Law. This Lease (and any agreement formed pursuant to the terms hereof, shall be governed by, and construed and enforced in accordance with, the internal laws of the state in which the Building is located (without regard of principles or conflicts of law) and any applicable laws of the United States of America.

21.12 Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including, without limitation, the Medicare Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(b) This subsection governs the responsibility of Landlord and Tenant to comply with the Americans with Disabilities Act of 1990 and its implementing regulations, as amended and supplemented from time to time (collectively, the "**ADA**"). Landlord will be responsible for ADA compliance with respect to the common areas of the Building. Tenant at Tenant's sole cost and expense, will be responsible for ADA compliance with respect to (a) Tenant's use, occupancy or alteration of the Premises (b) the condition of the Premises resulting from Tenant's use, occupancy or alteration of the Premises, and (c) tenant improvements constructed or installed by or on behalf of Tenant, including without limitation, the initial tenant improvements constructed or installed.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.

21.13 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

21.14 Force Majeure. Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall (i) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, (ii) be grounds for Tenant to abate any portion of Rent due pursuant to this Lease, or entitle either party to terminate this Lease, except as allowed pursuant to this Lease, (iii) excuse any of Tenant's obligations under of this Lease, except as otherwise identified herein, or (iv) extend the occurrence of the Lease Commencement Date.

21.15 Rights Reserved. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for set-off or abatement of Rent:

(a) To change the Building's name or street address;

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(b) To install, affix and maintain all signs on the exterior and interior of the Building;

(c) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awning, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the Building;

(d) To retain at all times and to use only in appropriate instances, keys to all doors within and into the Premises. No locks or bolts shall be altered, changed, or added without the prior written consent of Landlord; and

(e) To decorate or make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and during the continuance of said work to temporarily close doors, entryways, public spaces and corridors in the Building, and to interrupt or temporarily suspend Building services and facilities, provided, however, that Landlord shall use reasonable efforts to minimize any interruption or interference with Tenant's use or occupancy of the Premises when performing such work.

21.16 Intentionally Deleted.

21.17 Recordation of Lease. Neither this Lease nor a memorandum of this Lease shall be recorded in the public records without the express prior written consent of Landlord, as determined in its sole and absolute discretion.

21.18 Intentionally Deleted.

21.19 No Terrorist Affiliation. Tenant represents, warrants, and covenants that (i) it and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Tenant and its principals are not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity, or nation. To the extent permitted by applicable law, Tenant agrees to indemnify, defend, and hold harmless each Landlord Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representation, warranty and covenant. The breach of this representation, warranty and covenant by Tenant shall be grounds for immediate termination of this Lease by Landlord, in addition to and not in lieu of any other remedies to which Landlord may be entitled.

21.20 **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS LEASE (INCLUDING ANY EXHIBITS, SCHEDULES, AND RELATED DOCUMENTS AND APPENDICES), THE RELATIONSHIP OF LANDLORD AND TENANT, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY RELATED TRANSACTION, OR ANY SUMMARY PROCESS, EVICTION, OR OTHER STATUTORY OR CONTRACTUAL REMEDY WITH RESPECT THERETO. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER, OR HAS HAD AN ADEQUATE OPPORTUNITY TO SEEK SUCH LEGAL COUNSEL REPRESENTATION AND ADVICE.**

21.21 Counterparts and Electronic Signature. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. The counterparts of this Lease and all ancillary documents (if any) may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

21.22 Entity Signature. If Tenant signs as an entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and validly existing, that Tenant has and is qualified to do business in Colorado, that the Tenant has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

21.23 Financial Statements. At any time during the Term of Lease (including any renewal or extended terms), upon Landlord's written request, Tenant shall provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year (each such statement, a "**Financial Statement**"); provided, however, Landlord shall not make such request more than twice in any calendar year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

21.24 Representation of Signatory Authority. Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease.

21.25 Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment, restoration and indemnification obligations.

21.26 Broker Representation. As of the Effective Date of the Lease, Cushman & Wakefield represented Landlord (the "**Landlord Broker**") and NavPoint Real Estate Group represented Tenant (the "**Tenant Broker**"), and Landlord shall pay Landlord Broker and Tenant Broker pursuant to the terms and conditions of separate agreements. Each party hereby represents and warrants to the other that no other real estate broker's, salesman's or finder's fees, commissions or other compensations are due, or will arise, by reason of this transaction. To the extent permitted by applicable law, each party hereby indemnifies and holds the other harmless from and against any such fees, commissions and or compensation that are due or claimed to be due, by reason of this transaction and arise, or are claimed to arise, by reason of its acts or an agreement with any other broker, salesman, finder, person or entity.

21.27 Telecommunications Allowance.

(a) Provided Tenant delivers to Landlord invoices, paid receipts, or other evidence of telecommunications expenditures reasonably satisfactory to Landlord, Landlord shall provide Tenant an allowance not to exceed $3.00 per rentable square foot of the Premises ("**Telecommunications Allowance**") to reimburse Tenant for Tenant's costs of installing Telecommunications Services (as defined in Section 21.27(b) below) in the Premises. Landlord shall reimburse Tenant from such Telecommunications Allowance within thirty (30) days of Tenant's delivery to Landlord of invoices, paid receipts, or other evidence of telecommunications expenditures reasonably satisfactory to Landlord. Any costs and expenses in excess of the Telecommunications Allowance shall be borne solely by Tenant. To the extent permitted by applicable law, Tenant agrees to hold Landlord harmless and indemnify Landlord for all damage, costs, fees and expenses relating to person or property with respect to the Telecommunications Allowance. Any unused or unallocated portion of the Telecommunications Allowance shall cease to be available to Tenant on December 31, 2030. The Telecommunications Allowance shall be due and payable by Tenant to Landlord if there occurs an event of default under the Lease on the part of Tenant and such default is not cured within any applicable time frame set forth in this Lease.

(b) Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems and or equipment, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. As of the Effective Date, the Building is served by Lumen and Comcast. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable laws and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with such Telecommunications Services including, without limitation, the installation, operation, maintenance, repair, replacement, violation of laws, security or data breach issues or any equipment or facilities relating thereto. All Telecommunications Services installed in the Premises pursuant to this Section 21.27 shall constitute External Equipment and shall be subject to Section 5.5(c).

21.28 Colorado Local Government Fiscal Obligations. Landlord and Tenant acknowledge and agree that Tenant is a "local government" as defined in § 29-1-102(13), Colorado Revised Statutes, as amended, and the terms of this Lease are subject to any and all provisions of the laws of the State of Colorado governing multi-year fiscal obligations, including, without limitation, any applicable obligations set forth under the following State of Colorado constitutional and statutory provisions (collectively, "**Colorado Local Government Fiscal Obligations**"): (a) Colo. Const. art. X, § 20 ("**TABOR**"); or (b) § 29-1-110, Colorado Revised Statutes, as amended. Pursuant to the Colorado Government Fiscal Obligations, any other provision of this Lease notwithstanding, the amount of funds appropriated for Tenant's fiscal year 2025 only and for the first (1st) Lease Year only is One Million Seven Hundred Forty Six Thousand Six Hundred Dollars ($1,746,600.00), and Tenant shall use good faith efforts to ensure such amount of funds appropriated annually thereafter shall be increased pursuant to the Rent due and payable for Tenant's applicable fiscal year and for the applicable Lease Year (such amount, as adjusted annually, the "**Annual Appropriation**"). In no event shall the Tenant be liable for payment under this Lease for any amount in excess of the applicable Annual Appropriation. The Tenant is not under obligation to make any future apportionment or allocation to this Lease and any potential expenditure for this Lease outside the current fiscal year is subject to future annual appropriation of funds.

SECTION 22. OPTIONS TO RENEW

22.1 Options to Renew Term. So long as Tenant is not in default under the terms of this Lease, both at the time of the exercise of this option to renew and at the expiration of the initial Term of this Lease, Tenant shall have three (3) options to extend the Term of this Lease for an additional five (5) years per option, subsequent to the initial Term (each such extension, an "**Extended Term**"). Each Extended Term shall be on and subject to the same terms, covenants and conditions as herein contained, except for Base Rent, which shall be determined as hereinafter provided. These options may be exercised only by written notice from Tenant to Landlord and given no less than twelve (12) months prior to the expiration of the then-current Term.

22.2 Rent During Extended Term. Annual Base Rent per rentable square foot for each Extended Term shall be an amount equal to "**Fair Market Base Rental Rate.**" As used herein the term "**Fair Market Base Rental Rate**" shall be the fair market annual rental of the Premises determined by Landlord based on a survey of annual rental rates being charged in the market area which encompasses the Building, for space comparable to the Premises, taking into account the quality and age of the Building, the floor level, quality of tenant improvements provided and other relevant factors and assuming that such annual rental is a "net" rental pursuant to a lease providing for a pass through of taxes and operating expenses on a proportionate basis. The current Base Rent rate being charged by Landlord for other leases of space in the Building may be considered by Landlord in determining Fair Market Rental Rate. In addition, Fair Market Rental Rate shall be subject to annual adjustment in the same manner as herein provided for the initial Term of this Lease and Tenant shall continue to pay its Proportionate Share of Operating Costs. Landlord shall notify Tenant in writing of its determination of Fair Market Base Rental Rate and the new proposed Base Rent and provisions for future periodic adjustments for the applicable Extended Term as promptly as possible after exercise of the option by Tenant. If, within forty-five (45) days after Tenant's receipt of Landlord's notice and proposal, Tenant does not agree in writing to Landlord's proposal or a modified version thereof subsequently approved by Landlord in writing, Tenant by written notice to Landlord may withdraw its exercise of the option for

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the applicable Extended Term at any time prior to or within ten (10) days after the expiration of such forty-five (45) day period, and these options shall be canceled and of no further force and effect. If Tenant does not withdraw its exercise of the option by the end of such ten (10) day period, then the new Base Rent and provisions for periodic adjustment for the applicable Extended Term shall be in accordance with the terms of Landlord's proposal as set forth in its notice to Tenant or, if applicable, any subsequent modified proposal approved in writing by both Landlord and Tenant.

SECTION 23. TENANT'S OPTION TO TERMINATE

If, due to Tenant being a "local government" as defined in § 29-1-102(13), Colorado Revised Statutes, Tenant does not receive funding as appropriated annually by the State of Colorado or does not itself appropriate sufficient funds for any Lease Year, then, as required under § 29-1-110, Colorado Revised Statutes, Tenant shall have the annual right to terminate this Lease effective either at the end of the first (1st) Lease Year of the initial Term or each anniversary thereof, including any renewals of the Term (the "**Early Termination Date**") by providing Landlord with written notice (the "**Early Termination Notice**") at least ninety (90) days prior to the Early Termination Date, subject to the requirements set forth in this Section 23. Prior to providing Landlord with the Early Termination Notice, Tenant shall use good faith efforts to secure funding necessary to pay Rent for the period of the Term from the Early Termination Date through the expiration of the then-current Term under the terms of this Lease. If Tenant is unsuccessful in securing such funding, the Early Termination Notice shall be accompanied by a termination fee equal to (i) Rent at the then-current rate for the period commencing on the Early Termination Date and expiring on the last day of the twelfth (12th) month following the Early Termination Date plus (ii) the total of any unamortized broker's commissions or fees plus (iii) any unamortized Tenant Improvement Costs incurred in connection with Tenant's occupancy or anticipated occupancy of the Premises, as consideration for such termination (collectively, the "**Termination Fee**"). As used herein the term "**Tenant Improvement Costs**" shall mean all costs incurred in connection with Floor Two and Floor Three Tenant Work (as defined in Section 11.1), Floor One Tenant Work (as defined in Section 25.1), Excess Costs (as defined in Section 25.2), and Landlord Work (as defined in Section 25.10). Notwithstanding anything to the contrary set forth herein, the Security Deposit shall be applied toward the Termination Fee. The Termination Fee shall be paid prior to and as a condition precedent to the effectiveness of such termination. Upon the Early Termination Date, Tenant shall surrender the Premises to Landlord in accordance with Section 16.1 of the Lease, and both parties shall be released of all obligations and liabilities arising under this Lease, provided that Tenant shall remain liable for all obligations under the Lease which arose prior to termination or are otherwise intended to survive termination (including but not limited to indemnification, to the extent permitted by applicable law, and accrued Rent obligations). Notwithstanding anything to the contrary set forth herein, the foregoing right to terminate shall not apply to (i) any offer to lease, (ii) any new lease entered into with the original tenant under this Lease or with such tenant's successors or assigns, or (iii) any transfer of tenant's interest contemplated under this Lease (including but not limited to assignments). This section is, as are all other Sections of this Lease, subject to the limitations of Section 21.28.

SECTION 24. TENANT'S OPTION TO PURCHASE

24.1 Grant of Option to Purchase. Landlord grants to Tenant the exclusive option ("**Option to Purchase**") to purchase the Building on the terms and conditions set forth in this Section 24, as defined below. The Building shall be deemed to include the real property described herein together with (i) all rights and interests appurtenant thereto, (ii) all of Landlord's rights, title and interest in and to all minerals, oil, gas and other hydrocarbon substances thereon or thereunder, (iii) all access, air, water, riparian, development, utility and solar rights related thereto, (iv) all tangible personal property located on and or used in connection with the ownership, operation, use, development, maintenance or repair thereof or attached thereto, (v) all rights, title and interest in and to all intangible property, goodwill, rights, privileges, and appurtenances in any way related to, or used in connection with, the ownership, operation, use, development, maintenance or repair thereof, including, without limitation, permits (to the extent assignable or transferable), books and records, guaranties, and warranties; and (vi) any contracts, agreements, permits or commitments, whether written, binding upon or relating to thereto that Tenant elects to assume.

24.2 Purchase Price and Terms. If the Option to Purchase is exercised in accordance with Section 24.3 below, Landlord agrees to sell the Building to Tenant at a purchase price ("**Purchase Price**") as determined in accordance with Section 24.3 below. For the avoidance of doubt, in no event shall the Purchase Price be less than a ten percent (10%) capitalization rate as determined by the then-current Base Rent. The purchase and sale will be consummated upon the terms and conditions set forth in a purchase and sale agreement reflecting the terms contained in this Section 24 to be negotiated in good faith by Tenant and Landlord in accordance with Section 24.3 below, which shall generally be in the form of commercial purchase and sale agreements generally utilized for similar transactions in the Denver, Colorado Metropolitan Area, and otherwise in form and substance reasonably acceptable to Landlord and Tenant (the "**Sale Agreement**").

24.3 Manner of Exercising Option to Purchase. The Option to Purchase may be exercised by Tenant's delivery to Landlord, only during the period commencing on the first day of the thirty-seventh (37th) month of the Term and expiring on the last day of the sixtieth (60th) month of the Term, of a written notice of the option exercise ("**Exercise Notice**"). Upon timely delivery of the Exercise Notice, Tenant and Landlord shall promptly and diligently work in good faith to negotiate, finalize and execute a final form of Sale Agreement. Tenant and Landlord shall determine the Purchase Price as follows:

(a) Within ten (10) days of Tenant's Exercise Notice, Landlord and Tenant shall mutually appoint and employ, at Tenant's cost, a real estate appraiser (who shall be licensed in the State of Colorado and be a member of the American Institute of Real Estate Appraisers ("**MAI**") with at least ten (10) years of full-time commercial appraisal and real estate marketing experience in the Denver, Colorado Metropolitan Area) to establish an appraised purchase price. If one party disagrees with the appraised purchase price, then Landlord and Tenant shall mutually appoint and employ, at the disagreeing party's cost, a second real estate appraiser with the same qualifications as set forth above to establish the second appraised purchase price. If the parties disagree as to the second appraised purchase price, the party that did not pay for the second real estate appraiser may appoint and employ a third real estate appraiser to establish the third appraised purchase price. If the parties disagree to the price indicated in any of the three appraised purchase prices, then Tenant may offer, and Landlord shall accept, a Purchase Price that is the greater of (i) the average of the three appraised purchase prices, or (ii) a ten percent (10%) capitalization rate as determined by the then-current Base Rent.

24.4 Completion of Sale. Upon execution of the Sale Agreement, Tenant and Landlord will then proceed to take all actions necessary to proceed with the transaction for the purchase and sale of the Building as contemplated by the Sale Agreement.

SECTION 25. CONSTRUCTION OF FLOOR ONE TENANT IMPROVEMENTS

25.1 Floor One Tenant Improvement Allowance. Landlord shall provide Tenant with a tenant improvement allowance in the amount identified in Section 9 of the Summary (the "**Floor One Tenant Improvement Allowance**") for work in updating, modifying, improving and preparing Floor One for Tenant's use ("**Floor One Tenant Work**"). A portion of the Floor One Tenant Improvement Allowance may be used for design fees and or construction management fees at Landlord's discretion. The Floor One Tenant Improvement Allowance shall be disbursed by the Landlord in accordance with Landlord's requirements and in accordance with adequate documentation supporting Floor One Tenant Work expenditures. The Floor One Tenant Improvement Allowance shall be used solely for the costs of Leasehold Improvements, and no portion of the Floor One Tenant Improvement Allowance shall be used for furniture, personal property, working capital or any other purposes. Any unused or unallocated portion of the Floor One Tenant Improvement Allowance shall cease to be available on December 31, 2030. Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Commencement Date. Furthermore, unless Landlord otherwise agrees in writing, no portion of the Floor One Tenant Improvement Allowance shall be available for paying the costs of any additional work or improvements incurred after the Commencement Date except for any work that remains to be completed as itemized on a punch list. Items constituting "Leasehold Improvements" shall be determined by Landlord and may include, but shall not be limited to, all interior demising walls, flooring, electrical materials and equipment, mechanical, plumbing and life-safety equipment in Floor One. Tenant shall cooperate with Landlord in developing architectural and other drawings and plans for Floor One Tenant Work prior to construction, but all Floor One Tenant Work shall be designed, performed and or constructed by architects, engineers, contractors and or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Leasehold Improvements shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Leasehold Improvements are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Leasehold Improvements as a condition to such consent. Any dispute with respect to Floor One Tenant Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction. Tenant shall not perform, install or construct any portion of the Floor One Tenant Work. In the event Tenant undertakes any provision of the Floor One Tenant Work in contradiction of this Section 25, the Floor One Tenant Improvement Allowance shall be forfeited in its entirety, and Landlord shall be relieved of any and all obligations to complete the Floor One Tenant Work. Further, Tenant shall bear all responsibility for correcting any failures and defects, including all costs and expenses associated therein, as well as, to the extent permitted by applicable law, indemnifying Landlord with respect to any damages Landlord may incur as a result of Tenant performing, installing or constructing the Floor One Tenant Work.

25.2 Floor One Excess Costs. Any costs and expenses of the Floor One Tenant Work that exceed or are not covered by the Floor One Tenant Improvement Allowance ("**Excess Costs**") shall be the responsibility of and shall be paid by Tenant at the time such Excess Costs are identified and upon demand by Landlord. If Excess Costs are identified prior to actually being incurred, Landlord may require Tenant to pay to Landlord an amount equal to such Excess Costs in advance of being incurred. Landlord shall have no obligation to make any disbursements of the Floor One Tenant Improvement Allowance until it has received such Excess Costs sums. Landlord may apply all Excess Costs amounts received from Tenant to and for any purpose, including elements of the Term Floor One Tenant Work which is not specifically associated with the Excess Costs sums delivered. If Tenant fails to pay Landlord any Excess Costs within ten (10) days of Landlord's request for same, Tenant shall be in material breach of the Lease and Landlord may, among all other remedies available at law or in equity, elect to cancel this Lease by giving Tenant written notice of same. Notwithstanding the foregoing, any documented Excess Costs may be amortized over the first twenty-four (24) months of the Term at zero percent (0%) interest, not to exceed $400,000.00.

25.3 Obligations; Waivers. Throughout the process of preparing the plans for the Floor One Tenant Work and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the plans required by any governmental or quasi governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

25.4 Intentionally Deleted.

25.5 Substitutions; Change Orders and Extras. Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Floor One Tenant Work on the part of Floor One affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local codes requirements. If the cost of Tenant's substitutions causes the cost of the Floor One Tenant Work to exceed the Floor One Tenant Improvement Allowance, the Tenant shall be responsible for such difference in cost as part of the Excess Costs. Any change orders or extras requested by Tenant and not included in Landlord's original plans must be agreed to by Landlord in writing. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord as Excess Costs for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable.

25.6 Interference with Construction. Notwithstanding any provision of the Lease to the contrary, Landlord shall allow Tenant to access and occupy the As-Is Floor One Space on the As-Is Floor One Space Possession Date set forth in Section 9.1 of the Summary. Tenant hereby agrees that it has seen and viewed the As-Is Floor One Space and is satisfied and content with same, and that Tenant hereby accepts possession of such As-Is Floor One Space in its "as-is," "where is" condition. All terms and conditions of this Lease, as they relate to the As-Is Floor One Space only, shall be effective as of the As-Is Floor One Space Possession Date. After Tenant has occupied and begun using Floor Two and Floor Three, Tenant will vacate and not enter into or upon Floor One (except to access Floor Two and Floor Three or to inspect Floor One where accompanied by a representative of Landlord) or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or

interference by others until Floor One Tenant Work is complete, with the exact date being established by Landlord via written notice to Tenant. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

25.7 Conditions. If a casualty occurs to Floor One and or the Building prior to the Commencement Date, Landlord may at Landlord's option either terminate this Lease, in which event this Lease shall become void and of no effect, or rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty.

25.8 Delays Beyond Landlord's Control. Landlord anticipates Floor One will be completed by the estimated Commencement Date set forth in Section 1, but Tenant understands Landlord cannot guarantee completion by that date. Tenant acknowledges and agrees that completion of Floor One may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of Floor One or in the Commencement Date, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease. Tenant acknowledges and agrees that the granting of any limited right of possession or access by Landlord to Tenant prior to the Commencement Date shall not constitute a waiver by Landlord of any of Landlord's rights or Tenant's obligations under this Lease. Tenant shall not intentionally delay the Floor One Tenant Work or the Commencement Date. Except where another time frame is specifically provided under this Lease, Tenant's failure to make a decision or take an action necessary for the progress of the Floor One Tenant Work within ten (10) days of Landlord's written request for such a decision or action shall constitute a material default and breach of the Lease.

25.9 Certain Modifications. Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of Floor One may differ at the Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of Floor One shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent and Floor One Tenant Improvement Allowance, to be the actual square footage of Floor One as of the Commencement Date, subject to remeasurement by Landlord from time to time in accordance with Section 3.2 of this Lease.

25.10 Landlord Work. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant agree that, at Landlord's sole cost and expense, subject to the provisions of this subsection, Landlord shall demolish the data center on Floor One and convert the space to "whitebox" shell condition, installing Building standard HVAC, sprinklers, lights, and ceiling tiles (the "**Landlord Work**"). The Landlord Work shall be performed in accordance in all material respects with applicable laws, codes and regulations and in conjunction with the Floor One Tenant Work. From and after Landlord's performance of the Landlord Work, (a) Landlord shall not have any further obligation or liability with respect to any Landlord Work in the Premises, and (b) Tenant shall, at Tenant's sole cost and expense, (i) be solely responsible for maintaining the Landlord Work in good repair and condition and in compliance with all applicable laws, and (ii) make all repairs and replacements and perform all maintenance necessary to keep the Landlord Work in such condition.

SECTION 26. PARKING

Tenant shall have access to and use of the entire parking lot surrounding the Premises as well as the underground parking garage at the Premises at no charge per space per month for the initial Term set forth in this Lease. Parking in such areas shall be at Tenant's own risk. Landlord reserves the right to change the number and location of such parking spaces from time to time, as well as the price rate. Parking spaces may be temporarily unavailable from time to time due to repairs, maintenance, improvements, or other causes. Landlord shall not be liable for and Tenant shall not be entitled to any remedy based on parking use, changes, incidents, or unavailability.

SECTION 27. SIGNAGE

So long as (i) Tenant has not defaulted under the terms of the Lease, (ii) Tenant obtains Landlord's prior written approval, and (iii) Tenant meets all municipal code requirements, Tenant shall have the right to display one (1) business sign with the content, dimensions and appearance and location to mutually be approved by Tenant and Landlord (referred to as the "**Site**"):

Tenant shall pay all costs for materials and labor involved in the display of the sign. Upon the earlier of the expiration or termination of the Lease or the request of Landlord following a default of Tenant, Tenant, at Tenant's sole cost, shall remove the sign and restore the Site to the same condition as existed prior to the installation. Tenant shall be responsible for all costs related to the removal of the sign and restoration of the Site and, to the extent permitted by applicable law, shall indemnify, defend and hold harmless Landlord and its affiliates, agents and representatives from and against any claim, loss, cost, damage, liability or expense actually or allegedly arising from or related to the installation, display, appearance, maintenance or removal of the sign.

Tenant, at its sole cost and expense, must obtain all applicable required governmental, including municipal, approvals and permits relating to the identification signage.

Any change to the signage specifications and location specified herein shall be approved by Landlord in writing in order for this right to apply to such changed signage. Tenant will maintain the Site by keeping signage in good condition acceptable to Landlord and will repair or replace it as reasonably requested by Landlord with ten (10) days upon receiving written notice from Landlord. All costs for repair, replacement, or maintenance shall be at the Tenant's sole cost and expense. Tenant further agrees that if it fails to comply with Landlord's request for repair, replace or otherwise maintain the Site or remove the sign, Landlord may cause same to be corrected, removed, or changes made and bill Tenant for the cost thereof, which amount Tenant agrees to pay within (10) days following receipt of the invoice.

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SECTION 28. EXHIBITS

The following Amendments, Exhibits or other materials are attached to this Lease and made a part hereof: Exhibit A, Legal Description; Exhibit B, Floor Plan; Exhibit C, Approved Services; Exhibit D, Rules and Regulations; Exhibit E, Guaranty; Exhibit F, Rent Schedule; Exhibit G, Plans and Specifications; and Exhibit H, Signage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

TENANT:

Douglas County, Colorado,
a body politic and a political subdivision of the State of Colorado

By: Tim Hallmark
Name: Tim Hallmark
Title: Director, FFESS
Date: October 10, 2024

By: Amy Williams
Name: Amy Williams
Title: Legal Assistant
Date: October 10, 2024

By: Craig Kronhart
Name: Craig Kronhart
Title: Purchasing Agent
Date: October 11, 2024

By: Chris Pratt
Name: Chris Pratt
Title: Asst. County Attorney
Date: October 11, 2024

By: Andrew Copland
Name: Andrew Copland
Title: Director of Finance
Date: October 11, 2024

By: Douglas J. DeBord
Name: Douglas J. DeBord
Title: County Manager
Date: October 11, 2024

By: George Teal
Name: George Teal
Title: Chair, Board of County Commissioners
Date: October 11, 2024

LANDLORD:

DOC-11045 Lansing Circle MOB, LLC,
a Wisconsin limited liability company

By: DOC DR, LLC,
a Maryland limited liability company,
its Manager

By: Christian Weber (Signature)
Name: Christian Weber
Title: Vice President
Date: October 16, 2024

Docusign Envelope ID: 1B21844D-EFCB-406C-8778-49805BFC84AF

EXHIBIT A TO TRIPLE NET OFFICE LEASE

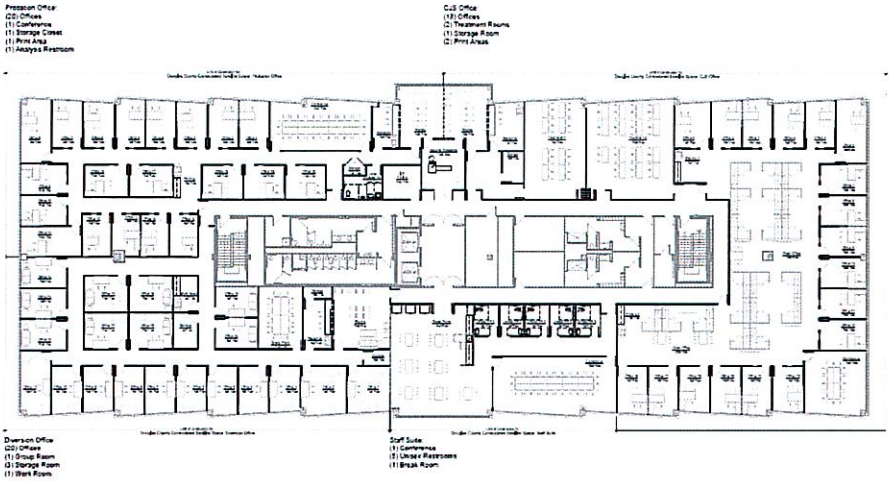
LEGAL DESCRIPTION

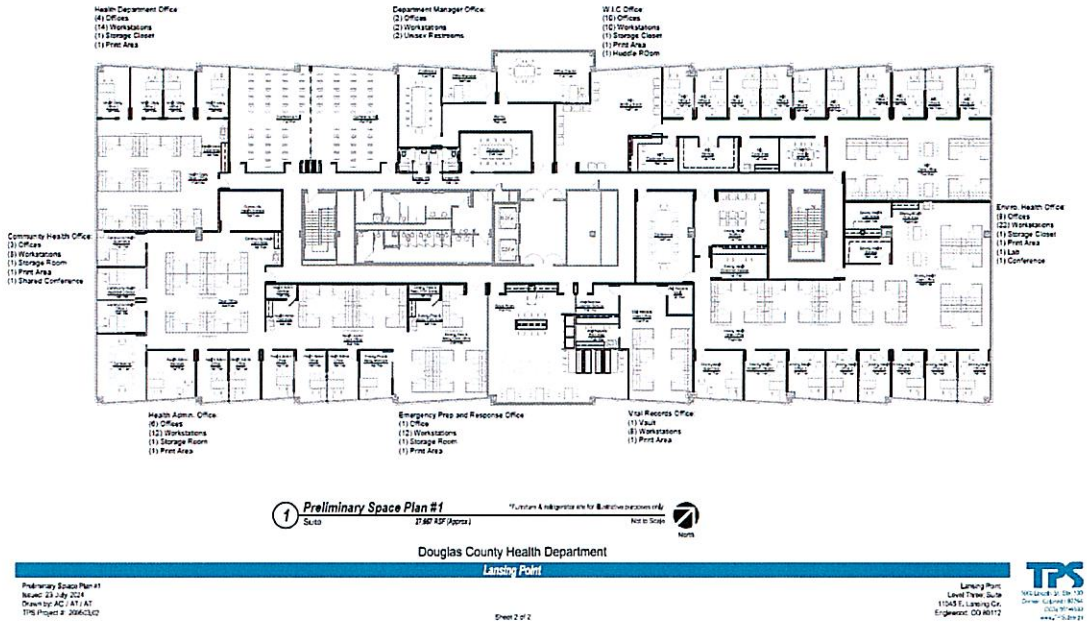
Lot 2, Block 1
AN AMENDED PLAT OF BLOCK 1, MERIDIAN OFFICE PARK, FILING NO. 1 SECOND AMENDMENT, the plat of which was recorded August 20, 1984 at Reception No. 334012
County of Douglas,
State of Colorado.

EXHIBIT B TO TRIPLE NET OFFICE LEASE

FLOOR PLAN

Landlord has received AutoCAD files, and Landlord has agreed to pay for an initial space plan with its architect, TPS Associates. Landlord will pay for space planning and a pricing plan for Floor One with TPS Associates for Human Services space by December 31, 2030.





Docusign Envelope ID: 1B21844D-EFCB-406C-8778-49805BFC84AF

EXHIBIT C TO TRIPLE NET OFFICE LEASE

APPROVED SERVICES

The undersigned hereby acknowledge and agree that the undersigned Tenant may conduct the following Approved Services on the Premises during the Term of the Lease: Counseling and judicial service functions, as well as general administrative offices

All capitalized terms not defined in this Exhibit C shall have the meanings assigned to such terms in that certain Triple Net Office Lease entered into and effective as of October 16, 2024 by and between the undersigned Tenant and DOC-11045 Lansing Circle MOB, LLC, as Landlord. This Exhibit C is incorporated by reference into such Lease as if fully set forth therein.

IN WITNESS WHEREOF, Tenant and Landlord have duly executed this Exhibit C as of October 16, 2024.

TENANT:

Douglas County, Colorado,
a body politic and a political subdivision of the State of Colorado

By: Tim Hallmark
Name: Tim Hallmark
Title: Director, FFESS
Date: October 10, 2024

By: Amy Williams
Name: Amy Williams
Title: Legal Assistant
Date: October 10, 2024

By: Craig Kronhart
Name: Craig Kronhart
Title: Purchasing Agent
Date: October 11, 2024

By: Chris Pratt
Name: Chris Pratt
Title: Asst. County Attorney
Date: October 11, 2024

By: Andrew Copland
Name: Andrew Copland
Title: Director of Finance
Date: October 11, 2024

By: Douglas J. DeBord
Name: Douglas J. DeBord
Title: County Manager
Date: October 11, 2024

By: George Teal
Name: George Teal
Title: Chair, Board of County Commissioners
Date: October 11, 2024

LANDLORD:

DOC-11045 Lansing Circle MOB, LLC,
a Wisconsin limited liability company

By: DOC DR, LLC,
a Maryland limited liability company,
its Manager

By: Christian Weber (Signature)
Name: Christian Weber
Title: Vice President
Date: October 16, 2024

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Daniel Roberts, Assistant Director, Operations

DESCRIPTION: Intergovernmental Agreement with the City of Lone Tree for 2025-2026 Snow Removal.

SUMMARY: This IGA is for the 2025-2026 snow removal season, with minor updates to reflect changes in product prices. Douglas County will perform snow removal within the Lone Tree city limits on Lincoln Ave, County Line Road, portions of S. Havana Street, Surrey Drive, and Ridgegate Parkway. Total reimbursement from the City of Lone Tree to Douglas County is $401,079.00

RECOMMENDED ACTION: Staff recommends Board approve the 2025-2026 City of Lone Tree Agreement for snow removal along Lincoln Ave., County Line Rd., portions of S. Havana St., Surrey Dr., and Ridgegate Pkwy.

REVIEW:

Janet Herman	Approve	12/10/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
Douglas County Snow Removal Intergovernmental Agreement Signed Lone Tree

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Daniel Roberts, Assistant Director, Operations

DESCRIPTION: Intergovernmental Agreement with the City of Lone Tree for 2025-2026 Snow Removal.

SUMMARY: This IGA is for the 2025-2026 snow removal season, with minor updates to reflect changes in product prices. Douglas County will perform snow removal within the Lone Tree city limits on Lincoln Ave, County Line Road, portions of S. Havana Street, Surrey Drive, and Ridgegate Parkway. Total reimbursement from the City of Lone Tree to Douglas County is $401,079.00

RECOMMENDED ACTION: Staff recommends Board approve the 2025-2026 City of Lone Tree Agreement for snow removal along Lincoln Ave., County Line Rd., portions of S. Havana St., Surrey Dr., and Ridgegate Pkwy.

REVIEW:

Janet Herman	Approve	12/10/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/11/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Douglas County Snow Removal Intergovernmental Agreement Signed Lone Tree

INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF LONE TREE, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") dated this ____ day of _____, 2025, by and between the City of Lone Tree, Colorado, (the "City") and the Board of County Commissioners of the County of Douglas (the "County") (collectively, the "Parties").

RECITALS

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

WHEREAS, the City desires, and the County agrees to provide, snow removal services on Lincoln Avenue, County Line Road, South Havana Street, Ridgegate Parkway, and Surrey Drive as set forth herein.

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

AGREEMENT

1. SERVICES. The County shall perform snow removal on roads described in **Exhibit A**, attached hereto and incorporated herein (the "Services") for the period from September 1, 2025, to May 31, 2026. The City shall pay the County to perform such Services as set forth herein..

A. The County shall perform only the Services on those roadways depicted in **Exhibit A**. The County shall perform the Services consistent with current County maintenance practices for urban arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner that the County deems appropriate under the then-existing circumstances.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on, and be retroactive to, September 1, 2025 and shall continue in full force and effect up to and including May 31, 2026, unless otherwise agreed to in writing.

3. COST. The total cost of performing the Services for the term stated in section 2 herein is FOUR HUNDRED AND ONE THOUSAND DOLLARS AND SEVENTY-NINE DOLLARS AND ZERO CENTS ($401,079.00). This amount shall be payable by the City to the County in two payments:

A. $178,257.33 representing September through December 2025 due on or before December 15, 2025;
B. $ 222,821.67 representing January through May 2026, due on or before January 1, 2026.

The City may elect to pay the total payment of $ 401,079.00 on or before December 15, 2025.

4. SUBSEQUENT ANNEXATIONS. If the City annexes additional property after the execution of this Agreement; the County reserves the right to refuse to provide services to the annexed property.

5. INDEPENDENT CONTRACTOR. The County is an independent contractor, and nothing herein contained shall constitute or designate the County or any of its employees or agents as employees of the City. It is agreed that the County shall have direct control with respect to the manner and performance of Services.

6. ADDITIONAL SERVICES. In the event the City desires services in addition to the Services defined in this Agreement, the City may make a written request to the County, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

7. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any thirdparty brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.

8. APPROPRIATION. The Parties' obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by the City, and the notice of such appropriation, budgeting, and availability being provided to the County on or before October 15 of the current term.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services in this Agreement and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements,

promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the City and the County.

10. BINDING AGREEMENT. This Agreement shall inure to and be binding on successors and assigns of the Parties hereto.

11. ASSIGNMENT. The County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the City. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County is allowed to subcontract portions of the work without the prior or subsequent permission of the City.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall he deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Douglas County District Court.

14. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

City of Lone Tree:

City of Lone Tree, Colorado
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

cc: Linda Michow
Michow Guckenberger McAskin LLP
5229 DTC Blvd, Suite 300
Greenwood Village, CO 80111

Douglas County:

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

cc: Jeffrey A. Garcia, Esq.
Douglas County Attorney
100 Third Street
Castle Rock, CO 80 I 04

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The Parties hereto understand and agree that the County and City, and each of their commissioners, council members officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for Cities and Counties, both the City and the County agree that each will remain liable for the independent obligations under the CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

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

(Remainder intentionally blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of September 1, 2025. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF LONE TREE, COLORADO

By: Signed by: Marissa Harmon 7A18B4978A1F4A1...
Marissa Harmon, Mayor

ATTEST:

Signed by: Ahnjoulie DeBoyes 3B6ACE910EE949C...
Ahnjoulie DeBoyes, City Clerk

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

By: _____
Abe Laydon, Chair

ATTEST:

_____
Emily Wrenn, Deputy Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas J. Debord, County Manager

DATE: _____

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie
Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM:

Jeffrey A. Garcia
County Attorney

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

Under this Agreement the County shall provide only the following services: snow removal for Lincoln Avenue, County Line Road, Ridgegate Parkway, and the portions of S. Havana Street and Surrey Drive that lie within the boundaries of the City as they existed as of October 1, 2025. Lanes added after this effective date are not covered under this Agreement IGA. The portion of Lincoln Avenue that is subject to this Agreement is that portion of Lincoln Avenue which is situated between First Street and the west City Limit of Lone Tree approximately 1 mile west of Yosemite Street. All lanes of Lincoln Avenue within these limits are subject to this Agreement. All lanes of Ridgegate Parkway between the east CDOT Right-of-Way for I-25, and east city limit of Lone Tree, approximately 2 miles to the east. All lanes of Ridgegate Parkway within these limits are subject to this Agreement The portion of County Line Road that is subject to this Agreement is that portion of County Line Road which is situated between Quebec Street and Interstate 25. Only the eastbound lanes of County Line Road are subject to the terms of this Agreement. The portion of S Havana Street that is subject to this Agreement is that portion of S Havana Street between the Schweiger underpass of Interstate 25, north to the intersection with Ridgegate Blvd. Both lanes of S Havana Street are subject to the terms of this Agreement. The portion of Surrey Drive subject to this Agreement is the portion of Surrey Drive from S Havana Street west to the Lone Tree City Limit. Both lanes of Surrey Drive are subject to the terms of this Agreement.

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

1. Snow Removal
2. Salt treatment for snow and/or ice (at the discretion of the County)

All work shall be consistent with the County's snow removal procedures for arterial roadways.

In its sole discretion, but consistent with its snow removal practice for arterial roadways situated in unincorporated Douglas County, Douglas County will: (a) use liquid de-icing products and granular de-icing products where possible to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety.

Sweeping of aggregate product is not part of this Agreement and will be performed by the City at its discretion.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Dirk Zender, Real Property Acquisition Specialist II

DESCRIPTION: Acceptance of Permanent Slope and Drainage Easement and Temporary Construction Easement from the Estate of James A. Breeden and the Julie A. Breeden Trust Regarding Right-of-Way for the Hilltop Road Improvement Project, in the Combined Amount of $90,000.00; Project No. CI 2020-029.

SUMMARY: On April 8, 2025, the Board of County Commissioners approved a Construction Contract with RME Ltd., d/b/a Elite Surface Infrastructure to construct Segment A of the Hilltop Road Improvement Project (Legend High School to Alpine Drive) (the "Project"). Segment A of the Project is currently under construction and consists of widening Hilltop Road to 4-lanes east of the Legend High School access and constructing a reconfigured Hilltop Road/Crest View Drive Intersection to improve safety and provide better traffic progression. Segment B of the Project will extend the widening of Hilltop Road to 4-lanes east of the Hilltop Road/Crest View Drive Intersection to Alpine Drive.

The Project design for Segment B of the Project is complete enough that right-of-way acquisitions for Project have commenced. In order to construct and maintain the Project improvements, the County needs to acquire additional right-of-way from a parcel of real property owned by the Estate of James Breeden and the Julie A. Breeden Trust ("Breeden"). County staff has discussed Segment B of the Project with Breeden and reached agreement on the acquisition of the right-of-way interests needed to construct the Project improvements.

RECOMMENDED ACTION: Staff recommends the BCC approve the right-of-way acquisition and authorize the Chair to sign and record the PSDE and TCE.

REVIEW:

Kristina Mann	Approve	12/2/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Slope and Drainage Easement - Breeden Estate
Temporary Construction Easement - Breeden Estate

PERMANENT SLOPE AND DRAINAGE EASEMENT DEED

THIS GRANT OF EASEMENT (the "**Easement**") is made this _____ day of _____, 2025, between **ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED,** and **JULIE A. BREEDEN TRUST DATED JUNE 17, 1998**, whose address is 9712 Hilltop Road, Parker, Colorado 80134 (hereinafter "**Grantor**"), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantee**"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "**Parties**" and singularly as a "**Party**."

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of EIGHTY ONE THOUSAND ONE HUNDRED THIRTY DOLLARS AND NO CENTS ($81,130.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across Grantor's real property, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein (the "**Easement Area**"), for the use and purpose of constructing, operating, maintaining and repairing drainage structures, roadway slopes and public utility facilities, which shall include, but is not limited to, culverts, channels, ditch sections, storm sewer inlets and pipes, rip rap, swales, utility facilities and cut and fill slopes (collectively the "**Public Improvements**"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Grantee shall have the full right and authority to modify slope grades within the Easement Area and install the Public Improvements above and below the ground surface within the Easement Area, as may be necessary to accommodate, use, operate, maintain and repair the Public Improvements, at Grantee's sole discretion.

2. Use by Grantor and Restrictions. Grantor retains the right to use and enjoy the Easement Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee. Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Area, unless specific written permission is obtained from Grantee. Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements or related structures within the Easement Area, unless specific written permission is obtained from the Grantee.

3. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing construction, maintenance and/or repair work on the Public Improvements, and this grant of easement shall not be

construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

4. Notice. Grantee shall notify Grantor orally or in writing a minimum of twenty four (24) hours prior to entering the Easement Area to perform any construction, maintenance and/or repair activities.

5. Removal of Vegetation. Grantee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively, the "**Vegetation**") from within the Easement Area that may interfere with the Public Improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation identified by Grantor as to be protected if possible (and inform Grantor if not possible).

6. Repair and Restoration. Upon the completion of any work authorized by this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original grade and condition, except as necessarily modified to accommodate the Public Improvements, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

7. Removal of Equipment. Upon completion of any work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

8. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location once construction activities are completed, or at a location to be mutually determined between the Parties if it's not possible to reset or replace the disturbed fencing at its original location.

9. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction, maintenance and/or repair activities, shall be replaced with like kind materials by Grantee and may be reconfigured to tie into the Public Improvements constructed by Grantee.

10. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement.

11. Compliance with Laws. Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all stormwater management laws and regulations. Grantee

acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.

12. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees and their respective successors and assigns from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from the use of the Easement Area by Grantee and its agents.

13. Insurance. At all times during Grantee's use of the Easement Area for construction, maintenance, repair, alteration, replacement or removal of the Public Improvements, Grantee shall require its general contractors to maintain commercial general liability and automobile liability insurance policies that name Grantor as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of Grantor. The policies shall include a limit of not less than $1,000,000.00 per occurrence and $2,000,000 annual aggregate and the general contractors shall maintain umbrella/excess coverage of $1,000,000 per occurrence and $2,000,000 annual aggregate for the commercial general liability and automobile liability policies. This paragraph applies to any contractor providing services within the Easement Area. Prior to any construction or maintenance activities to be performed by any of Grantee's contractors within the Easement Area, Grantee shall provide Grantor with a certificate of insurance evidencing that Grantor has been named as an additional insured under such policies with endorsements consistent with this agreement. Such certificate shall provide that such policy shall not be cancelled or amended without thirty (30) days' prior written notice to Grantor.

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

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

16. Warranties and Disclaimers. Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the

Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise.

17. General Provision.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

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

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waiver or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

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

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Easement.

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

k. Successors and Assigns. This Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

l. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs, subject to Section 17g above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

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

GRANTOR:

ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED

By: _____ PR
Tami R. Denney f/k/a Tami R. Breeden,
Personal Representative

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30 day of November, 2025, by the Tami R. Denney f/k/a Tami R. Breeden, as Personal Representative of the ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED.

SEAL
RYAN BARON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043245
MY COMMISSION EXPIRES 11/11/2029

Witness my hand and official seal

_____
Notary Public

My commission expires: 11/11/2029

JULIE A. BREEDEN TRUST DATED JUNE 17, 1998

By: _____ Trustee
Tami Denney, Trustee

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30 day of November, 2025, by Tami Denney, Trustee of the JULIE A. BREEDEN TRUST DATED JUNE 17, 1998.

SEAL
RYAN BARON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043245
MY COMMISSION EXPIRES 11/11/2029

Witness my hand and official seal

_____
Notary Public

My commission expires: 11/11/2029

GRANTEE:

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

By:_____
ABE LAYDON, Chair

Attest:

By:_____
Hayley Hall,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

_____
Notary Public

My commission expires:_____

EXHIBIT A
HILLTOP ROAD PERMANENT EASEMENT
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF LOT 97, HIDDEN VILLAGE FILING NO. 4, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED NOVEMBER 12, 1968 AT RECEPTION NO. 131583 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 00°35'08" WEST, A DISTANCE OF 555.32 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°35'08" WEST, A DISTANCE OF 137.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 97;

THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 97 AND THE NORTHWESTERLY RIGHT-OF-WAY OF HILLTOP ROAD AS SHOWN ON SAID PLAT, NORTH 56°44'05" WEST, A DISTANCE OF 321.44 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY AND NORTHWESTERLY RIGHT-OF-WAY, NORTH 33°15'55" EAST, A DISTANCE OF 58.63 FEET;

THENCE SOUTH 89°49'38" EAST, A DISTANCE OF 49.22 FEET;

THENCE SOUTH 65°10'38" EAST, A DISTANCE OF 208.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.643 ACRES, (28,027 SQUARE FEET), MORE OR LESS.

PARCEL B

COMMENCING AT HEREINABOVE DESCRIBED "POINT A";

THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 97 AND THE NORTHWESTERLY RIGHT-OF-WAY OF HILLTOP ROAD AS SHOWN ON SAID PLAT, NORTH 56°44'05" WEST, A DISTANCE OF 448.18 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY AND THE NORTHWESTERLY RIGHT-OF-WAY, THE FOLLOWING 2 COURSES:

1. NORTH 56°44'05" WEST, A DISTANCE OF 137.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3,383.94 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°52'12", AN ARC LENGTH OF 346.69 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 97;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°29'22" EAST, A DISTANCE OF 72.96 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 53°20'25" EAST, A DISTANCE OF 180.48 FEET;

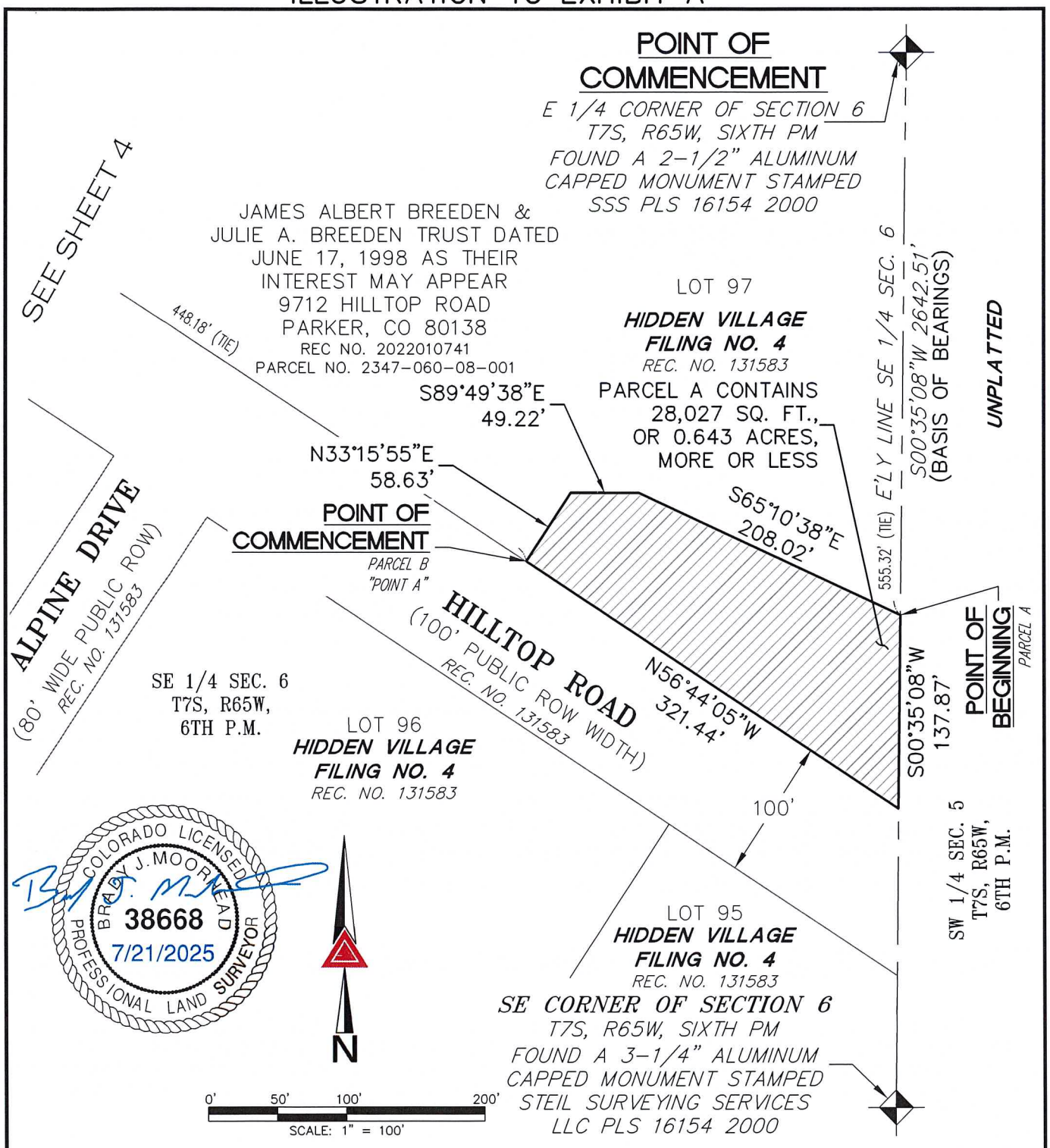
THENCE SOUTH 45°52'20" EAST, A DISTANCE OF 246.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.350 ACRES, (15,242 SQUARE FEET), MORE OR LESS.

AS SHOWN ON THE ATTACHED ILLUSTRATION.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME:
DWG: BAM CHK: BJM
DATE: 10/25/2024
SCALE: 1" = 100'

Q:\15123-01 - Hilltop Road Additional Services\Dwg\EXHIBITS\Permanent Easements

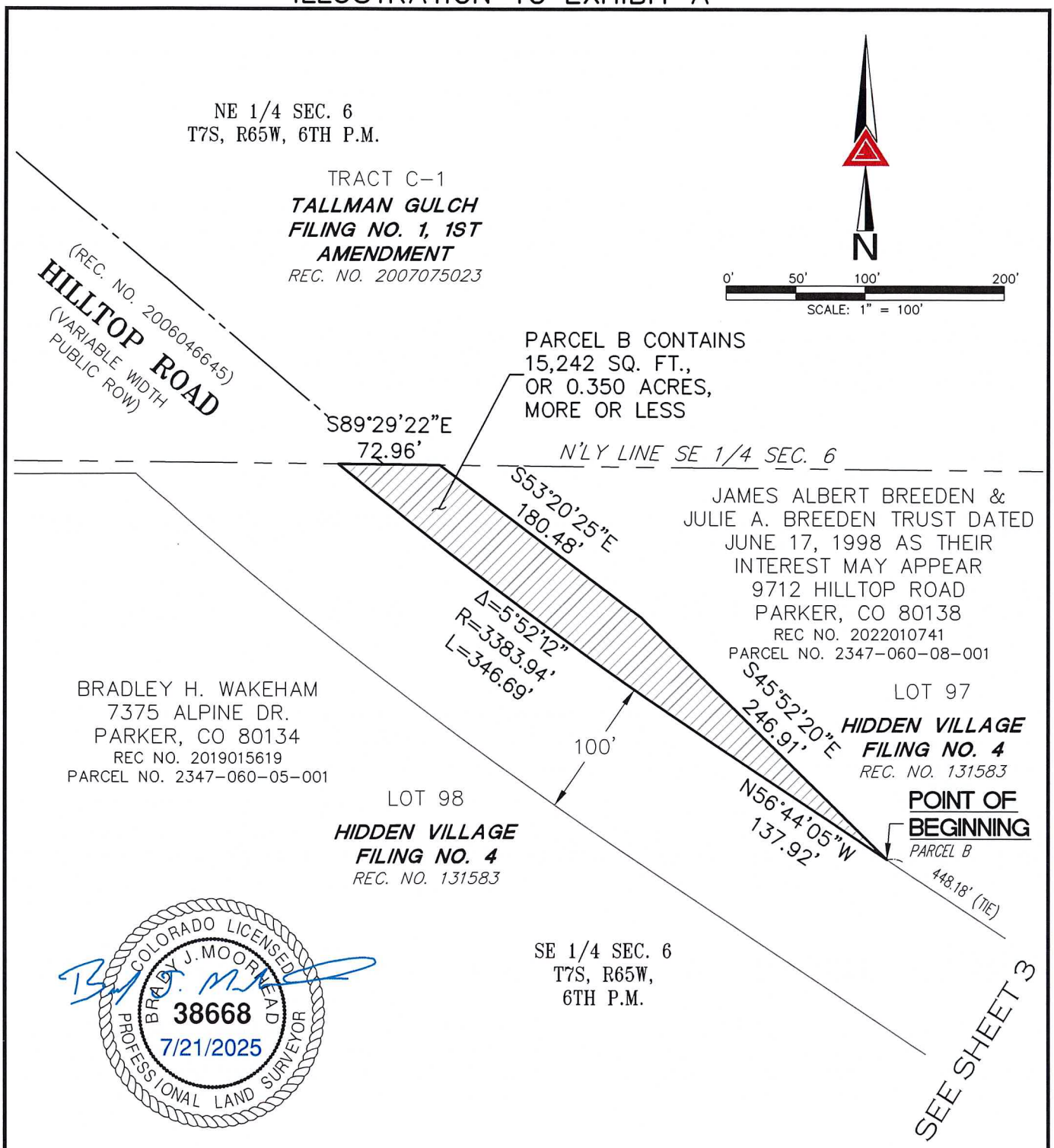
AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

2024-10-21 HILLTOP RD - PE 16 - Breeden (Rev)

PERMANENT EASEMENT
HILLTOP ROAD
DOUGLAS COUNTY, COLORADO

JOB NUMBER 15123-01 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A



COLORADO LICENSED
BRADLY J. MOORHEAD
38668
7/21/2025
PROFESSIONAL LAND SURVEYOR

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:	Q:\15123-01 - Hilltop Road Additional Services\Dwg\EXHIBITS\Permanent Easements	**PERMANENT EASEMENT**
DWG NAME:	AZTEC CONSULTANTS, INC.	HILLTOP ROAD
DWG: BAM CHK: BJM	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	DOUGLAS COUNTY, COLORADO
DATE: 10/25/2024	2024-10-21 HILLTOP RD - PE 16 - Breeden (Rev)	JOB NUMBER 15123-01 4 OF 4 SHEETS
SCALE: 1" = 100'		

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT (the "**Easement**") made this _____ day of _____, 2025, between the **ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED,** and **JULIE A. BREEDEN TRUST DATED JUNE 17, 1998**, whose address is 9712 Hilltop Road, Parker, Colorado 80134 (hereinafter "**Grantor**"), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantee**"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "**Parties**" and singularly as a "**Party**."

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of EIGHT THOUSAND AND EIGHT HUNDRED AND SEVENTY DOLLARS AND 00/100 CENTS ($8,870.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant, sell, bargain, and convey to Grantee, or its successors and assigns, a temporary construction easement all over, upon, across, and under that certain tract of land, situated in the County of Douglas, State of Colorado, described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Area").

TOGETHER WITH the right of ingress and egress over said Easement Area for the purposes of constructing certain roadway and drainage improvements associated with the Hilltop Road Widening Project (Legend High School to Alpine Drive); Douglas County Project No. CI 2020-029 (the "**Project**"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Grantee shall have the full right and authority to make the improvements delineated in the Project construction plans, incorporated herein by this reference, which may consist of slope grading and the movement of equipment and personnel within the Easement Area.

2. Use by Grantor and Restriction. Grantor shall retain the right to use the surface of the Easement Area for ingress and egress, insofar as such use and occupancy is consistent with and does not impair Grantee's full employment of the rights herein granted; provided however, Grantor shall be prohibited from constructing any structures or fencing within the Easement Area during the term of this Easement.

3. Mutual Use. The Parties agree to use reasonable efforts to minimize any interference with any of the activities of the other Party, its employees, authorized agents and contractors on the Easement Area, and shall not undertake any actions regarding its use of the Easement Area that

would endanger the health, safety or welfare of either Party or their employees, agents or contractors, or damage it's equipment, materials or property.

4. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purposes contained herein, and this Easement shall not be construed as a dedication of the Easement Area or a grant of uses beyond those contemplated herein.

5. Notice. Grantee shall notify Grantor orally or in writing a minimum of twenty four (24) hours prior to first entering the Easement Area to construct the Project improvements.

6. Repair and Restoration. Prior to the expiration of this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original condition, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed native areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

7. Removal of Equipment. Prior to the expiration of this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

8. Permanent Fencing. Any existing permanent fencing located within and/or adjacent to the Easement Area impacted by Grantee's activities shall be reset or replaced by Grantee with like kind materials at its original location (when possible) or at an alternate location to be mutually determined between the Parties upon completion of the work.

9. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction activities, shall be replaced with like kind materials by Grantee and configured to tie into the roadway profile improvements associated with the Project.

10. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement.

11. Compliance with Laws. Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all stormwater management laws and regulations. Grantee acknowledges and agrees that it shall ensure that its contractors obtain and maintain all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.

12. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees and their respective successors and assigns from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from the use of the Easement Area by Grantee and its agents.

13. Insurance. At all times during Grantee's use of the Easement Area for construction, Grantee shall require its general contractors to maintain commercial general liability and automobile liability insurance policies that name Grantor as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of Grantor. The policies shall include a limit of not less than $1,000,000.00 per occurrence and $2,000,000 annual aggregate and the general contractors shall maintain umbrella/excess coverage of $1,000,000 per occurrence and $2,000,000 annual aggregate for the commercial general liability and automobile liability policies. This paragraph applies to any contractor providing services within the Easement Area. Prior to any construction or maintenance activities to be performed by any of Grantee's contractors within the Easement Area, Grantee shall provide Grantor with a certificate of insurance evidencing that Grantor has been named as an additional insured under such policies with endorsements consistent with this agreement. Such certificate shall provide that such policy shall not be cancelled or amended without thirty (30) days' prior written notice to Grantor.

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

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

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

17. Term. The duration of this Easement, for purposes of roadway construction, shall be for a one (1) year term that becomes effective upon the date of entry for construction, remains in

effect during construction within the one (1) year term, and terminates ten (10) days after the conclusion of construction, and in any event, the term of the Easement shall not exceed five (5) years from the date of execution of the Easement. Grantee shall provide written notice of their intention to commence to Grantor at least ten (10) days prior to commencement of the term. If requested by Grantor, Grantee shall execute a recordable form written notice of expiration of this Easement, in accordance with its terms, and promptly return the same to Grantor.

18. Settlement Amount. This Easement includes compensation to reflect the additional settlement amount negotiated between the Parties.

19. General Provisions:

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

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

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waiver or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

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

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

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

j. Recitals. All recitals are hereby incorporated into the Easement.

k. Successors and Assigns. This Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

l. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs, subject to Section 19g above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED

By: _____
Tami R. Denney f/k/a Tami R. Breeden,
Personal Representative

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30 day of November, 2025, by the Tami R. Denney f/k/a Tami R. Breeden, as Personal Representative of the ESTATE OF JAMES ALBERT BREEDEN A/K/A JAMES A. BREEDEN A/K/A J. A. BREEDEN A/K/A JIM BREEDEN, DECEASED.

SEAL
RYAN BARON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043245
MY COMMISSION EXPIRES 11/11/2029

Witness ~~my hand and~~ official seal

_____
Notary Public

My commission expires: 11/11/2029

JULIE A. BREEDEN TRUST DATED JUNE 17, 1998

By: _____
Tami Denney, Trustee

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30 day of November, 2025, by Tami Denney, Trustee of the JULIE A. BREEDEN TRUST DATED JUNE 17, 1998.

SEAL
RYAN BARON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043245
MY COMMISSION EXPIRES 11/11/2029

Witness ~~my hand and~~ official seal

_____
Notary Public

My commission expires: 11/11/2029

GRANTEE:

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

By: _____
ABE LAYDON, Chair

Attest:

By: _____
Hayley Hall,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Haylee Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

_____
Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 97, HIDDEN VILLAGE FILING NO. 4, PER PLAT RECORDED NOVEMBER 12, 1968 AT RECEPTION NO. 131583, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, WHENCE THE NORTH LINE OF THE SOUTHEAST QUARTER BEARS NORTH 89°29'22" WEST, A DISTANCE OF 2,675.04 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE SOUTH 49°23'17" WEST, A DISTANCE OF 607.35 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID LOT 97 AND THE NORTHWESTERLY RIGHT-OF-WAY OF HILLTOP ROAD AS SHOWN ON SAID PLAT;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY AND NORTHWESTERLY RIGHT-OF-WAY, NORTH 56°44'05" WEST, A DISTANCE OF 43.38 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY AND NORTHWESTERLY RIGHT-OF-WAY, NORTH 25°11'43" EAST, A DISTANCE OF 55.81 FEET;

THENCE SOUTH 62°52'09" EAST, A DISTANCE OF 31.90 FEET;

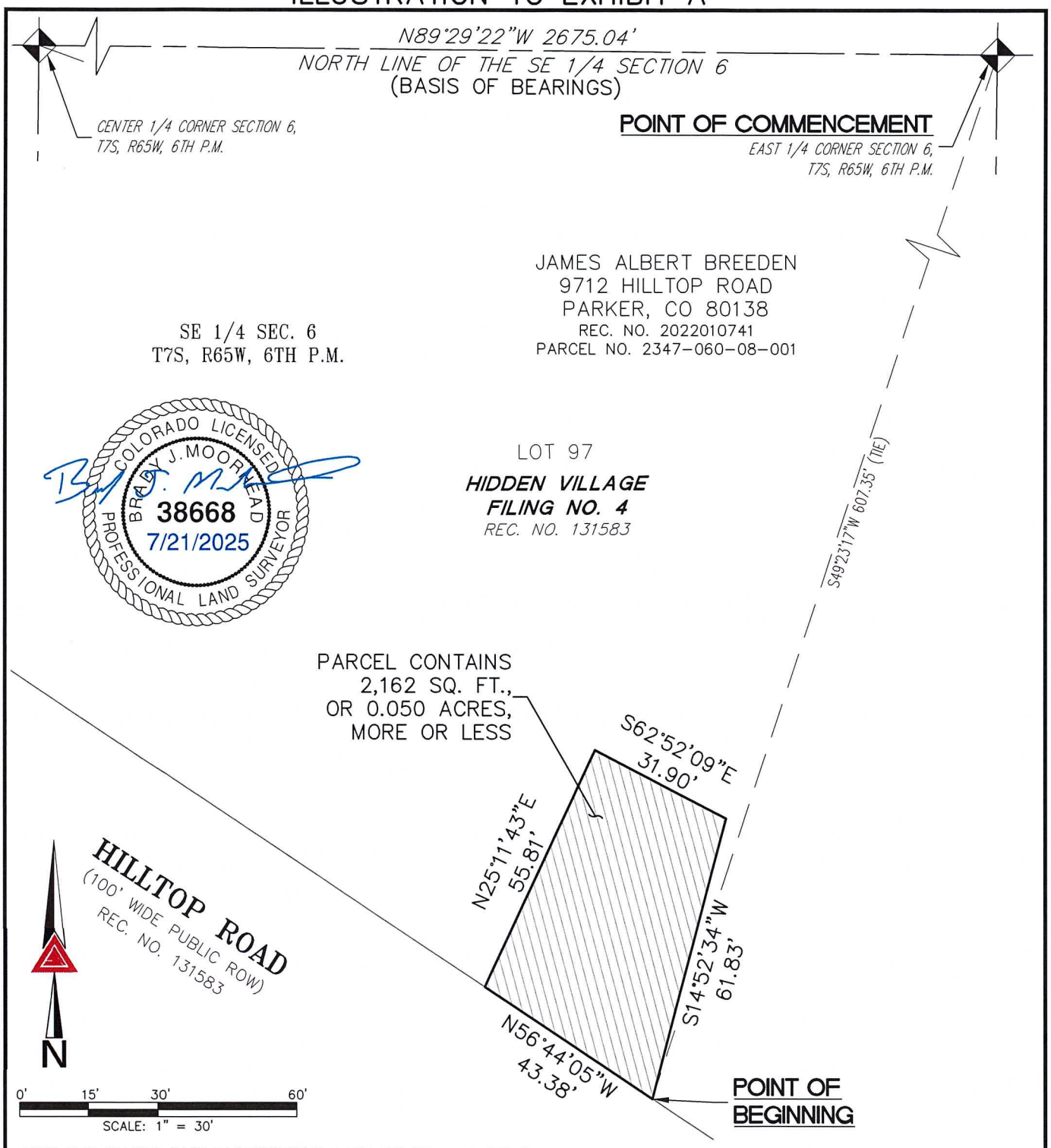
THENCE SOUTH 14°52'34" WEST, A DISTANCE OF 61.83 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.050 ACRES, (2,162 SQUARE FEET), MORE OR LESS.

AS SHOWN ON THE ATTACHED ILLUSTRATION

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

TEMPORARY CONSTRUCTION EASEMENT
HILLLTOP ROAD
DOUGLAS COUNTY, COLORADO

PATH: Q:\15123-01 - HILLTOP ROAD ADDITIONAL SERVICES\DWG\EXHIBITS\TEMP CONST ESMTS\2024-10-21 HILLTOP RD - TCE 8 - BREEDEN.DWG
JOB NUMBER: 15123-01 DATE: 10/25/2024 DWG: BAM CHK: BJM 2 OF 2 SHEETS

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Al Peterson, Engineer IV

DESCRIPTION: Grant of this Drainage Easement to Alexander Investors LLC, whose address is 1313 Evalena Road, Castle Rock, Colorado 80108. Town of Castle Rock project# CD25-0043

SUMMARY: This Drainage Easement encloses a storm sewer outfall through Springer Park in Silver Heights.

This easement will give the Soleana Subdivision the right and maintenance obligation to enter the easement property for this storm sewer outfall.

RECOMMENDED ACTION: Grant of this Drainage Easement

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
DC - Drainage Easement - Alexander Investors - AP 12-16

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Al Peterson, Engineer IV

DESCRIPTION: Grant of this Drainage Easement to Alexander Investors LLC, whose address is 1313 Evalena Road, Castle Rock, Colorado 80108. Town of Castle Rock project# CD25-0043

SUMMARY: This Drainage Easement encloses a storm sewer outfall through Springer Park in Silver Heights.

This easement will give the Soleana Subdivision the right and maintenance obligation to enter the easement property for this storm sewer outfall.

RECOMMENDED ACTION: Grant of this Drainage Easement

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

DC - Drainage Easement - Alexander Investors - AP 12-16

GRANT OF DRAINAGE EASEMENT

THIS GRANT OF EASEMENT ("Grant") is made this ___ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a Colorado political subdivision ("Grantor"), whose legal address is 100 Third Street, Castle Rock, Colorado 80104, and **ALEXANDER INVESTORS LLC** ("Grantee"), whose legal address is 1313 Evalena Road, Castle Rock, Colorado 80108.

RECITALS

WHEREAS, pursuant to the drainage requirements of the Soleana, Site Improvement Plan, the Grantee must construct or cause to be constructed a stormwater detention pond outfall within the adjacent drainage way; and

WHEREAS, in order to utilize the detention pond outfall located in the adjacent drainage way, the Grantee must install or cause to be installed certain stormwater infrastructure, including a storm drainage outfall pipe and flared end-section and all associated appurtenances thereto ("Storm Drainage Facilities") on the Grantor's property; and

WHEREAS, the Grantor and the Grantee desire to enter into this Grant to set forth the terms and conditions under which the Grantee may use the Grantor's property for the purpose of installation, operation, maintenance, removal and repair of the Storm Drainage Facilities.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Reference Property.** "Reference Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described and substantially as Block 11 Silver Heights Amended, state ID parcel 235123304001, which real property is owned by the Grantor and on which the Easement Area is granted.

2. **Easement Area.** "Easement Area" shall mean the area located in the Reference Property in which the Storm Drainage Facilities shall be located, as more particularly described on **Exhibits B-1 and B-2**, attached hereto and incorporated herein.

3. **Grant of Easement.** The Grantor hereby grants to the Grantee, its successors and assigns, a perpetual non-exclusive easement on, over, under, through and across the Easement Area for the purpose of installing, operating, maintaining, removing and repairing the Storm Drainage Facilities.

4. **Binding Effect.** This Grant shall extend to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The

terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

5. **Retained Rights of Grantor.** The Grantor reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy do not unreasonably impair the rights granted to the Grantee in this Grant. The Grantee's rights hereunder are non-exclusive and the Grantor shall have the full right and authority to grant other easements or rights to use the Easement Area, provided such easement or use of the Easement Area do not unreasonably impair the rights granted to the Grantee herein.

6. **Rights of Grantee.** The Grantee shall have the right to enter, reenter and use the Easement Area insofar as such use is consistent with and does not impair any grant or covenant herein contained. The Grantee shall have and may exercise the right of ingress and egress in, to, over, under, through and across the Easement Area for the purpose of installing, operating, maintaining, removing and repairing the Storm Drainage Facilities. The Grantee shall have the right of subjacent and lateral support for the Storm Drainage Facilities.

7. **Construction Standards.** The Storm Drainage Facilities shall be constructed in accordance with the construction drawings approved by the Grantor and any other relevant Douglas County ordinances, resolutions and regulations. Prior to the initiation of construction of any improvements, the construction drawings for such improvements must be submitted to the Grantor through the required review process, including the payment of appropriate fees.

8. **Restoration.** The Grantee agrees that after any installation, maintenance or repair, the Grantee shall restore the surface of the Reference Property, as nearly as possible, to the grade and condition it was in immediately prior to said installation, maintenance or repair. After any construction or other operations by the Grantee, its contractor or subcontractor which disturbs the surface of the Reference Property, the Grantee will restore the general surface of the ground, including paving, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the Storm Drainage Facilities. Topsoil shall be replaced in cultivated and agricultural areas and any excess earth resulting from installation by the Grantee shall be removed from the Reference Property at the sole expense of the Grantee. For a period of two (2) years following disturbance of the surface of the Reference Property by the Grantee, the Grantee shall maintain the surface elevation and quality of the soil by correcting any settling, subsiding or de-vegetation that may occur as a result of the work done by the Grantee. Fences existing as of the date hereof, which are disturbed or destroyed by the Grantee in the exercise of its rights hereunder, shall be replaced by the Grantee to their original condition as nearly as may reasonably be done.

9. **Modification.** It is also understood by the Grantor that the Grantee may in the future desire to modify or eliminate the Storm Drainage Facilities covered by this Grant. However, the Grantee shall not materially modify or eliminate the Storm Drainage Facilities without the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Upon such approval, both the Grantor and the Grantee may agree to modify or vacate this Grant.

10. **Grantee Termination.** If the Grantee abandons or releases its rights herein granted and ceases to use the same, all rights and interest of the Grantee hereunder shall cease and terminate, and the Grantor shall hold the Easement Area, as the same may be, free from the rights so abandoned or released and shall own all material and structures of the Grantee so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the termination of the Grantee's rights. If the Grantee abandons the Storm Drainage Facilities and said Storm Drainage Facilities require repair or maintenance at the time of abandonment or in the future, the Grantor may consider such abandonment as a violation of this Grant.

11. **Notice of Violation; Corrective Action.** The Grantor shall have the right to prevent and correct or require corrections of violations of the terms and purposes of this Grant. If the Grantor determines that a violation of this Grant has occurred or is threatened, the Grantor shall notify the Grantee in writing of the nature of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Reference Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Reference Property so injured to its prior condition in accordance with a plan approved by the Grantor.

12. **Remedies of Parties.** If the Grantee fails to cure the violation within thirty (30) days after receipt of written notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Grantor may, at its sole discretion, cause said corrective action to be taken and demand payment for the cost of said corrective action from the Grantee within thirty (30) days of notice, and if the Grantee fails to pay within thirty (30) days, to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Reference Property to the condition that existed prior to any such injury. When, in the Grantor's opinion, the alleged violation is capable of causing immediate or irreparable harm to the Reference Property, the Grantor shall have the right to seek any applicable remedies in law or in equity, immediately, without permitting the Grantee a thirty (30) day right to cure.

In the event Grantor defaults hereunder, the Grantee shall be entitled to seek and obtain any remedy available at law or in equity.

13. **Insurance.** The Grantee agrees to add, at its own cost, the Grantor as an additional insured on its policies of insurance sufficient to insure against insurable liability, claims, demands and other obligations assumed by the Grantee pursuant to this Grant.

14. **Colorado Governmental Immunity Act.** Nothing herein shall be construed as a waiver or an intention to waive, by any provision of this Grant, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Grantee and the Grantor, together with their officers and their employees.

15. **Agreement.** This Grant constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Grant.

16. **Title**. Grantor represents that it owns the Easement Area in fee simple and has full authority to make the within Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

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

BY:_____
Chair

ATTEST:

_____
Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, Colorado, on this ___ day of _____, 2025.

My commission expires:_____

Witness my name and official seal.

_____
Notary Public

ALEXANDER INVESTORS LLC (1313 Evalena Road)

BY: _____
LENN HAFFEMAN
Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of December 2025 by Lenn Haffman as manager of Alexander Investors LLC

My commission expires: 5/13/29

Witness my name and official seal.

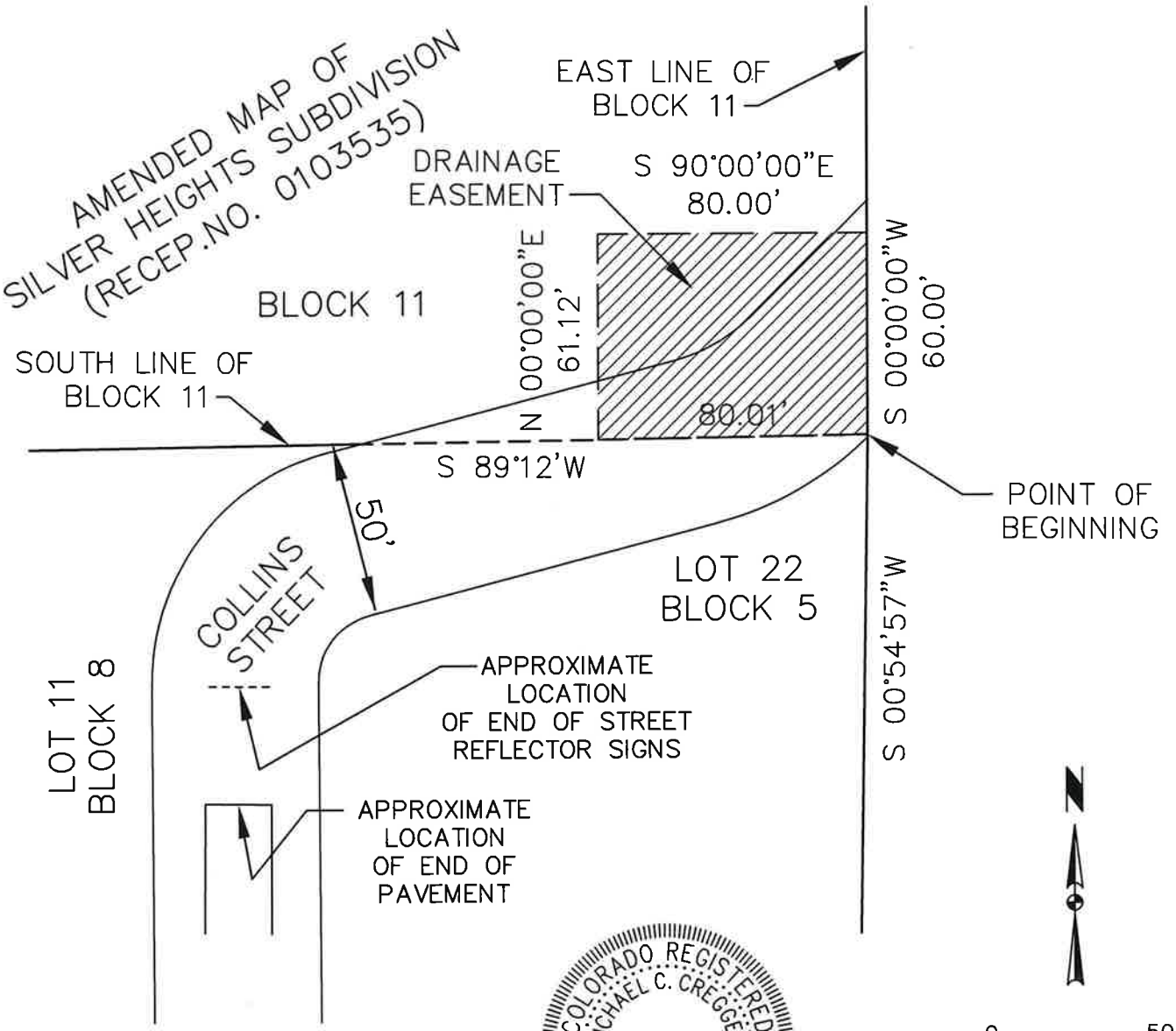
_____
Notary Public

ABBEY S. FLYNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214018924
MY COMMISSION EXPIRES 05/13/2029

EXHIBIT B (Exhibit B-1 and B-2)
EASEMENT AREA

" Easement area legal description and survey"

EXHIBIT
DRAINAGE EASEMENT
BLOCK 11, & PART OF COLLINS STREET R.O.W., AMENDED MAP OF SILVER HEIGHTS SUBDIVISION DOUGLAS COUNTY, COLORADO



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL C. CREGGER
22564

Michael C. Cregger
12/2/25

IMEG CONSULTANTS CORP

SHEET 1 OF 2

FILE NAME: DOUGCO DRAINAGE ESMT

PROJ. NO. 20002764.01

EXHIBIT
DRAINAGE EASEMENT
BLOCK 11, & PART OF COLLINS STREET R.O.W., AMENDED MAP OF SILVER HEIGHTS SUBDIVISION DOUGLAS COUNTY, COLORADO

LEGAL DESCRIPTION

A PORTION OF BLOCK 11 AND OF COLLINS STREET RIGHT-OF-WAY, LOCATED IN AMENDED MAP OF SILVER HEIGHTS SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, DOUGLAS COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID BLOCK 11, WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID BLOCK 11, AND CONSIDERING THE SOUTH LINE OF SAID BLOCK 11 TO BEAR SOUTH 89°12'00"WEST, AS LABELED ON SAID AMENDED MAP OF SILVER HEIGHTS SUBDIVISION, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EASTERLY PROJECTION LINE OF BLOCK 11, SOUTH 89°12'00"WEST, 80.01 FEET; THENCE DEPARTING SAID EASTERLY PROJECTION LINE, NORTH 00°00'00"EAST, 61.12 FEET; THENCE SOUTH 90°00'00"EAST, 80.00 FEET TO SAID SOUTHERLY PROJECTION LINE OF BLOCK 11; THENCE ALONG SAID SOUTHERLY PROJECTION LINE, SOUTH 00°00'00"WEST, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 4,844 SQUARE FEET (0.11 ACRE), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

COLORADO REGISTERED MICHAEL C. CREGGER 22564 PROFESSIONAL LAND SURVEYOR

12/2/2025
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564
FOR AND ON BEHALF OF IMEG CONSULTANTS CORP

IMEG
IMEG CONSULTANTS CORP

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: 2026 Public Contract for Services for Keith Weis, Executive Director of Rocky Mountain High Intensity Drug Trafficking Area in the amount of $227,365.00.

SUMMARY: Since May 2021, a contract for services agreement has been in place for Keith Weis, Executive Director of Rocky Mountain Intensity Drug Trafficking Area (RMHIDTA).

The proposed 2026 contract totals $227,365.00 and will be paid in equal monthly installments. This contract will run from January 1, 2026, through December 31, 2026. This amount is based on the 2025 federal salary table for the Denver area.

This contract amount is included in the 2026 Proposed Budget for the RMHIDTA Management & Coordination Initiative.

RECOMMENDED ACTION: Request that the Board review, approve and sign the Public Contract for Services.

REVIEW:

Christie Guthrie	Approve	12/1/2025
Jeff Garcia	Escalated	12/5/2025
Amy Williams	Escalated	12/8/2025
Christy Gordon	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

Cover Page
K Weis 2026 contract

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

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Jeff Garcia	Escalated	12/5/2025
Amy Williams	Escalated	12/8/2025
Christy Gordon	Approve	12/9/2025
Doug DeBord	Approve	12/10/2025

ATTACHMENTS:

K Weis 2026 contract

PUBLIC CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this **1st** day of **January 2026** by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County")**, THE EXECUTIVE BOARD OF THE ROCKY MOUNTAIN HIGH INTENSITY DRUG TRAFFICKING AREA** (RMHIDTA), **KEITH WEIS** and **(**the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities as a participant in the RMHIDTA, and is the recipient of monies from the Executive Office of the President, Office of National Drug Control Policy (ONDCP), High Intensity Drug Trafficking Area (HIDTA); and

WHEREAS, a portion of these monies is designated for the compensation of the **Executive Director** for RMHIDTA, and with the County's assistance, the Executive Board of the RMHIDTA desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings; and

WHEREAS, the Contractor has the ability to assist RMHIDTA through their professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth; and

WHEREAS, the County is agreeable to pay the amount of money described herein to the Contractor on behalf of RMHIDTA merely as an administrative act so that RMHIDTA may receive the administrative service it desires and needs;

WHEREAS, all parties agree that the County is in no way an employer of the Contractor, but nonetheless will assist in the administration of this Agreement by providing agreed upon financial remuneration and related tax records; and

WHEREAS, all parties hereto desire to establish through a written document that Contractor is an engaged in an independent profession or business and is free from control and direction by County and RMHIDTA in the performance of Contractor's work pursuant to C.R.S. §§ 8-40-202(2)(b)(II) and 8-70-115(1)(b-c).

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

1. LINE OF AUTHORITY: RMHIDTA Executive Board as applicable (the HIDTA "Authorized Representative"), and **Director of Finance Christie Guthrie** (County "Authorized Representative") are designated respectively as each entity's "Authorized Representative" for the purpose of administering, coordinating and approving all matters pursuant to this Agreement.

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

RMHIDTA 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 Agreement upon execution.

The Contractor agrees to diligently and professionally perform all the services according to the guidelines and specifications described herein and as may be communicated by the Authorized Representative. Neither the County nor RMHIDTA will dictate the time of performance, oversee the actual work, or instruct Contractor how to perform the services. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

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

4. MAXIMUM CONTRACT 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 **Two Hundred Twenty-Seven Thousand Three Hundred Sixty-Five Dollars** (**$227,365.00**). The County is not under obligation to make any future apportionment or allocation to this Agreement.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on **JANUARY 1**, **2026** and terminate at 12:00 p.m. on **DECEMBER 31, 2026**. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all services received during the preceding term.

6 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS. Contractor agrees to comply with the County's and the policies of the Executive Committee of the RMHIDTA concerning the use, possession, or sale of alcohol or drugs.

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

8. INDEMNIFICATION: The County and RMHIDTA cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless RMHIDTA, its Executive Board, and the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless RMHIDTA or the County, their officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees or RMHIDTA's Executive Board. Contractor expressly agrees not to assert in any court of law or administrative proceeding that Contractor or its employees, members, and agents are employees of either the County or RMHIDTA. If Contractor violates this provision and/or its employees, members or agents are found to be employees of County or RMHIDTA, Contractor shall become liable to County and/or RMHIDTA for any increased taxes, fees, worker's compensation premiums, benefits, fines or penalties, or other expenses, including attorney's fees and costs (collectively "Costs") that either the County or RMHIDTA may incur as a result of the reclassification of Contractor as an employee and shall indemnify and hold harmless the County and RMHIDTA from such Costs.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be first approved by the Authorized Representatives and remain at all times, employees of the Contractor for all purposes. The Contractor shall not receive any tools or benefits, such as vacation time, from either the County or RMHIDTA. In its discretion, the County may provide materials and equipment. **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. ILLEGAL ALIENS: If Contractor has any employees or subcontractors, the Contractor shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Contractor shall not:

(i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(ii) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

(i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Contractor violates this Section 10 of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the County terminates the Agreement for such breach.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, 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 RMHIDTA's Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the RMHIDTA's Authorized Representative void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

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

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, studies, data, reports, memoranda, letters, guidelines and any other documents prepared by the Contractor in connection with this Agreement shall be the property of the RMHIDTA.

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

16. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. The County reserves the right to request that Contractor perform services remotely and/or provide limited wrap-up services during the 10-day notice period. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall remain the property of RMHIDTA. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the RMHIDTA for damages sustained by the RMHIDTA by virtue of any breach of the Agreement by the Contractor.

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

to the County: Douglas County
100 3rd Street

	Castle Rock, CO 80104 303-660-7430
to RMHIDTA:	RMHIDTA 369 Inverness Parkway Suite 300 Englewood, CO 80112 303-671-2180
and by the County to:	Keith Weis 369 Inverness Parkway Suite 300 Englewood, CO 80112 720-602-0676

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via email with read receipt received, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation or other terms and conditions of employment 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 or other status protected by state or federal law.

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

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, including all laws that prohibit Contractor from engaging in sexual and other forms of harassment and retaliation, or the appearance of the same. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

21. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of

this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

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

1st This Agreement, Sections 1 through 27
2nd Request for Proposal (if applicable)
3rd Exhibit C- Insurance Requirements
4th Exhibit A- Scope of Services
5th Exhibit B- Method of Payment
6th Response to Request for Proposal (if applicable).

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

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

26. INSURANCE: Contractor must provide its own insurance as set forth in Exhibit C.

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

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

Keith Weis

BY _____

Printed Name: Keith Weis

Title: Executive Director

DATE: 12-1-2025

ATTEST: (if a corporation)

dba: _____

Title: _____

Signature of Notary Public Required:

STATE OF Colorado)
) **ss.**
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st **day of** December, **2025, by** Chelsea B Marx.

CHELSEA B. MARX
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224026721
MY COMMISSION EXPIRES 7/8/2026

Witness my hand and official seal

_____

Notary Public

My commission expires: 7/8/26

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY: _____
Chair

DATE: _____

ATTEST:

_____
CLERK TO THE BOARD

DATE: _____

APPROVED AS TO FISCAL CONTENT:

_____
CHRISTIE GUTHRIE
Director of Finance

DATE: _____

APPROVED AS TO LEGAL FORM:

_____
KELLY DUNNAWAY
Deputy County Attorney

DATE: _____

RMHIDTA:

Brent Beavers Digitally signed by Brent Beavers
Date: 2025.11.24 12:09:59 -05'00'

_____
RMHIDTA Executive Board
Chairman, Christopher B. Beavers

DATE: November 24, 2025

Exhibit A
SCOPE OF SERVICES
Executive Director

RESPONSIBILITIES:

A. Provide professional services as the Regional Director of the RMHIDTA and be responsible to the RMHIDTA Executive Board.

B. Solicit from and review with all participating agencies their proposed initiatives and corresponding budget requests. Upon mutual agreement, integrate proposals into an annual plan in accordance with ONDCP annual guidance. Prepare and present the recommended annual plan to the RMHIDTA Executive Board for review, modification, and approval. Forward the approved annual plan and funding application to the Executive Board for review and approval prior to submission to ONDCP. Comply with all application and reporting requirements associated with HIDTA funds.

C. Conduct periodic progress and effectiveness reviews of RMHIDTA operations for compliance with the annual RMHIDTA plan and supporting strategies.

D. Function as the RHMIDTA liaison with and mediation resource for all participating law enforcement agencies, the United States military, and any other organizations involved with HIDTA initiatives.

E. Coordinate with other HIDTA Directors to develop and ensure a coordinated national focus, avoid duplication of efforts, and share information and resources as appropriate.

F. Establish and maintain all administrative and accounting policies, procedures, and systems necessary to support HIDTA initiatives, to conform with the Code of Criminal Procedures, to comply with funding and government accounting requirements, and to follow sound management practices.

G. Establish inventory, and maintain all resources including facilities, equipment, personnel, and technology provided to or obtained by the RMHIDTA.

H. Schedule frequent meetings of the RMHIDTA Executive Board to ensure operational overview, case support, financial review, and information exchange.

I. Perform other duties as directed by the RMHIDTA Executive Board.

Exhibit B
METHOD OF PAYMENT

The County will compensate Contractor for services on a monthly project basis, subject to the availability of appropriated funds within the annual budget. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid for all services rendered exceed the compensation set out below. State and federal income taxes will not be withheld from any payment made to Contractor. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal and State Unemployment Tax Act (FUTA/SUTA), social security, and other federal and state taxes owed on compensation paid under this Agreement.

Payment for the performance of services detailed in Exhibit A, *Scope of Services*, shall be the gross sum of up to $227,365 which includes $9,600 in equipment (automobile) payments and payable as follows: $18,947.08 monthly for each month January through November and $18,947.12 for the month of December. Contractor shall provide at its expense any medical insurance, retirement plan contributions, or other benefits that Contractor may choose.

Exhibit C
INSURANCE REQUIREMENTS

Worker's Compensation Policy covering Contractor

Approved by: _____
Megan Datwyler
Risk Manager

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: 2026 Public Contract for Services for Penny Sedam, Financial Manager of Rocky Mountain High Intensity Drug Trafficking Area in the Amount of $176,253.00.

SUMMARY: Since 2020, a contract for services agreement has been in place for Penny Sedam to provide budget compliance for Rocky Mountain Intensity Drug Trafficking Area (RMHIDTA).

The proposed 2026 contract totals $176,253.00 and will be paid in equal monthly installments. This contract will run from January 1, 2026, through December 31, 2026. This amount is based on the 2025 federal salary table for the Denver area.

This contract amount is included in the 2026 Proposed Budget for the RMHIDTA Management & Coordination Initiative.

RECOMMENDED ACTION: Request that the Board review, approve and sign the Public Contract for Services.

REVIEW:

Christie Guthrie	Approve	12/4/2025
Jeff Garcia	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
FM 2026

MEETING DATE: December 16, 2025

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REVIEW:

Christie Guthrie	Approve	12/4/2025
Jeff Garcia	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

FM 2026

PUBLIC CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of **JANUARY 2026**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County")**, THE EXECUTIVE BOARD OF THE ROCKY MOUNTAIN HIGH INTENSITY DRUG TRAFFICKING AREA** (RMHIDTA), and **PENNY SEDAM** (the "Contractor").

RECITALS

WHEREAS, the County is undertaking certain activities as a participant in the RMHIDTA, and is the recipient of monies from the Executive Office of the President, Office of National Drug Control Policy (ONDCP), High Intensity Drug Trafficking Area (HIDTA); and

WHEREAS, a portion of these monies is designated for the compensation of a **Financial Manager** for RMHIDTA, and with the County's assistance, the Executive Board of the RMHIDTA desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings; and

WHEREAS, the Contractor has the ability to assist RMHIDTA through their professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth; and

WHEREAS, the County is agreeable to pay the amount of money described herein to the Contractor on behalf of RMHIDTA merely as an administrative act so that RMHIDTA may receive the administrative service it desires and needs; and

WHEREAS, all parties agree that the County is in no way an employer of the Contractor, but nonetheless will assist in the administration of this Agreement by providing agreed upon financial remuneration and related tax records;

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

1. LINE OF AUTHORITY: Keith Weis, **Executive Director of RMHIDTA** (the HIDTA "Authorized Representative"), and **Director of Finance Christie Guthrie** (County "Authorized Representative") are designated respectively as each entity's "Authorized Representative" for the purpose of administering, coordinating and approving all matters pursuant to this Agreement.

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

RMHIDTA 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 Agreement upon execution.

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

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

4. MAXIMUM CONTRACT 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 **One Hundred Seventy-Six Thousand Two Hundred Fifty-Three Dollars** (**$176,253.00**). The County is not under obligation to make any future apportionment or allocation to this Agreement.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on **JANUARY 1**, **2026** and terminate at 12:00 a.m. on **DECEMBER 31, 2026**. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS. Contractor agrees to comply with the County's and the policies of the Executive Committee of the RMHIDTA concerning the use, possession, or sale of alcohol or drugs.

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

8. INDEMNIFICATION: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or

nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

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

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(i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(ii) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

(i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Contractor violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the County terminates the Agreement for such breach.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, 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 RMHIDTA's Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the RMHIDTA's Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

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

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Agreement shall be the property of the RMHIDTA.

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

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

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

to the County:	Douglas County 100 3rd Street Castle Rock, CO 80104 303-660-7430
to RMHIDTA:	RMHIDTA 369 Inverness Parkway Suite 300 Englewood, CO 80112 303-671-2180
and by the County to:	Penny Sedam 369 Inverness Parkway Suite 300 Englewood, CO 80112 303-482-7107

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.

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

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

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

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

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

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

1st This Agreement, Sections 1 through 27
2nd Request for Proposal (if applicable)
3rd Exhibit C- Insurance Requirements
4th Exhibit A- Scope of Services
5th Exhibit B- Method of Payment
6th Response to Request for Proposal (if applicable).

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

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

26. INSURANCE: There are no insurance requirements.

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

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

PENNY SEDAM

BY: Penny Sedam

Printed Name: Penny Sedam

Title: Financial Manager

DATE: 11/24/2025

ATTEST: (if a corporation)

_____

Title: _____

Signature of Notary Public Required:

STATE OF Colorado)
) **ss.**
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 24th **day of** November, **2025**____, **by** Penny Sedam.

Witness my hand and official seal

Notary Public

My commission expires: 05-22-2029

MIRANDA ARPAD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174004236
MY COMMISSION EXPIRES MAY 22, 2029

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

BY: _____
Chair

ATTEST:

_____
CLERK TO THE BOARD

DATE: _____

APPROVED AS TO CONTENT:

_____
DOUGLAS J. DEBORD
County Manager

APPROVED AS TO LEGAL FORM:

_____
KELLY DUNNAWAY
Deputy County Attorney

RMHIDTA:

_____
KEITH WEIS
Executive Director

Date: 11-24-2025

APPROVED AS TO FISCAL CONTENT:

_____
CHRISTIE GUTHRIE
Director of Finance

Date: _____

Exhibit A
SCOPE OF SERVICES
Financial Manager

Contractor hereby agrees to and accepts responsibility to perform the following services.

A. Provide professional services as the Financial Manager for the RMHIDTA and be responsible to the RMHIDTA Regional Director.

B. Support the Regional Director with the collection, review and negotiation of budgets from all participating RMHIDTA members. Upon mutual agreement, integrate initiative proposals and corresponding budgets into an annual plan in accordance with ONDCP annual guidance. Assist with the presentation of the recommended annual plan to the RMHIDTA Executive Board for review, modification, and approval. Forward the approved annual plan and funding application to the Executive Board for review and approval prior to submission to ONDCP. Comply with all application and reporting requirements associated with HIDTA funds.

C. Recommend budgetary, accounting, fiscal management, and automation policies, procedures, and systems necessary to develop the annual plan, to support HIDTA initiatives, to capture applicable and analyze law enforcement statistics, to conform to funding and governmental accounting requirements, and to follow sound financial management practices.

D. Conduct periodic financial and procedures reviews of agencies receiving RMHIDTA funding to monitor financial progress and ensure compliance with the annual RMHIDTA Plan, HIDTA reporting requirements, and governmental accounting.

E. Prepare timely financial reports and variance analyses and recommend corrective actions.

F. Review, analyze, and provide recommendations on request from participating agencies for reprogramming and funding allocations.

G. Serve as fiscal liaison between RMHIDTA, participating agencies, and the ONDCP Financial Manager.

H. Manage the RMHIDTA center office as the assistant to the Director and supervise the clerical staff.

I. Coordinate matters with the RMHIDTA Fiscal Administrator and the Budget Manager from Douglas County Sheriff's Office.

J. Perform other duties as directed by the RMHIDTA Regional Director.

Exhibit B
METHOD OF PAYMENT

The County will compensate Contractor for services on a monthly basis in accordance with the compensation set out in Exhibit B, attached hereto and incorporated herein, subject to the availability of appropriated funds within the annual budget. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid for all services rendered exceed the compensation set out on Exhibit B. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), or other taxes owed on compensation paid under this Agreement.

Compensation for the performance of services detailed in Exhibit A, *Scope of Services*, shall be **($176,253)** payable as follows: $14,687.75 monthly for each month January through December. Contractor shall provide at its expense any medical insurance, retirement plan contributions, or other benefits that Contractor may choose.

Exhibit C
INSURANCE REQUIREMENTS

No Insurance Required

Approved by: _____
Megan Datwyler
Risk Manager

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: 2026 Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Building Lease in the Amount of $169,052.57.

SUMMARY: The lease agreement with DePaul Inverness LLC for 7,000 rentable square feet of space located at 369 Inverness Parkway, Englewood, Colorado was entered into November 4, 2022. The building and lease were sold in 2025 to Boston Englewood, LLC.

The rental fee structure for this lease includes a 4% annual increase in the base rent and an estimated 10% increase in the CAM based on the current charges in the Property Operating Costs. This lease amount is included in the 2026 Proposed Budget for all three RMHIDTA support initiatives.

RECOMMENDED ACTION: Request that the Board approve the 2026 lease costs in the amount of $169,052.57 to cover the monthly rental payments per our lease agreement.

REVIEW:

Christie Guthrie	Approve	12/4/2025
Jeff Garcia	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
RMHIDTA lease 2022-11-4 FINAL

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: 2026 Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Building Lease in the Amount of $169,052.57.

SUMMARY: The lease agreement with DePaul Inverness LLC for 7,000 rentable square feet of space located at 369 Inverness Parkway, Englewood, Colorado was entered into November 4, 2022. The building and lease were sold in 2025 to Boston Englewood, LLC.

The rental fee structure for this lease includes a 4% annual increase in the base rent and an estimated 10% increase in the CAM based on the current charges in the Property Operating Costs. This lease amount is included in the 2026 Proposed Budget for all three RMHIDTA support initiatives.

RECOMMENDED ACTION: Request that the Board approve the 2026 lease costs in the amount of $169,052.57 to cover the monthly rental payments per our lease agreement.

REVIEW:

Christie Guthrie	Approve	12/4/2025
Jeff Garcia	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

RMHIDTA lease 2022-11-4 FINAL

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COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective November 4, 2022, by and between DePaul Inverness LLC, Roseben IP LLC, and Windy River Retail 8 LLC ("Landlord") and Douglas County, Colorado on behalf of the RMHIDTA, a multijurisdictional law enforcement task force (both collectively the "Tenant"). Landlord is the owner of land and improvements consisting of those three (3) buildings commonly known and numbered as 365, 367 and 369 Inverness Parkway, Englewood, Colorado 80112 (the "Property"). Landlord makes available for lease a portion of the building on the Property and known as 369 Inverness Parkway (the "Building") designated as approximately 7,000 square feet as further described in Exhibit A (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for approximately Sixty (60) months commencing on the date the Leased Premises are ready for occupancy (i.e., the date of Substantial Completion of the initial Tenant Improvements (as such terms are hereinafter defined) for the Leased Premises in accordance with Paragraph 6 below). The lease commencement date is anticipated to be May 1, 2023 (the "Estimated Commencement Date"). In the event Substantial Completion occurs on a day other than the first day of a month, the term of this Lease shall be measured from the first day of the next following month. Provided that Tenant has not been in Default under the Lease at any time during the Lease Term beyond all applicable notice and cure periods and subject to the rights and options of existing tenants in the Building, Landlord shall provide Tenant with two (2) 5-year options to renew this Lease by providing written notice at least nine (9), but not more than eighteen (18) months prior to the end of the term. This term is subject to annual appropriation by the Tenant's Board of Commissioners as required by Colorado law. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental. Tenant shall pay to Landlord during the initial year of the term a Triple Net (NNN) rental, less taxes for which the Tenant's portion will be exempt during the term, but only to the extent Landlord receives a credit for the associated square footage, per square foot as indicated on Exhibit B (Lease Rate), payable in monthly payments due on the first day of each calendar month of the Term. Tenant will pay the first full month's base rent (not including any additional rents for the pro rata share of Property operational costs) upon execution of this Lease plus a security deposit of $14,017.50. In addition, if the commencement date is not the first day of the month, Tenant shall then pay a proportionate amount of Base Rent for such partial month. A late fee of 15% shall be assessed to any amounts owing the Landlord after the 10th day following the

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due date thereof.

3. Use. The Leased Premises may be used for office and administrative use. Tenant, and its subtenants, agents, contractors, guests, and invitees, shall have the non-exclusive right to use the common areas during the term of this Lease for their intended purposes, in common with others, subject to the terms of this Lease. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables or other inherently dangerous substance, chemical, thing, or device. Effective upon Substantial Completion of the Tenant Improvements, Tenant shall be permitted occupancy of the Leased Premises for purposes of conducting business operations.

4. Sublease and Assignment. Tenant may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part with Landlord's consent, which consent shall be in Landlord's sole discretion.

5. Repairs. During the Lease term, Tenant shall make, at Tenant's expense, all repairs and replacements that are necessary to maintain the Leased Premises in good and operating condition, including such items as normal wear and tear of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the need for the repairs was caused solely by Landlord. If repairs are necessary solely because of Landlord's actions, or require work outside of the Leased Premises, Landlord will be responsible for the cost of such repairs. Following being notified or becoming aware of the same, Landlord shall promptly and with all due diligence repair damage which presents a hazard to the life, health or safety of Tenant or its invitees, and shall maintain and repair the exterior and structural portions of the improvements, the roof, and all common areas, in a manner consistent with an office building located in Englewood, Colorado, unless such maintenance and repairs are caused by the act, neglect, fault or omission by Tenant, its sub-tenants, agents, servants, employees, invitees, or is the responsibility of other tenants or third parties. If Landlord fails to initiate such repairs within 48-hours and complete them within a reasonable time after written notice from Tenant, then Tenant at its discretion, and following a second 48-hour written notice to Landlord, may perform the repairs at which point Landlord agrees to reimburse all actual and reasonable repair expenses to Tenant.

6. Alterations and Improvements. Tenant, at Tenant's expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Subject to the same Landlord's written consent, Tenant shall also have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations (the "Tenant's Property"), whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at

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Tenant's expense. In addition, upon the expiration or earlier termination of the Lease, Tenant shall, at Tenant's sole expense, remove all of Tenant's Property, as well as all other additions, improvements, alterations or replacements made by Tenant, and restore the Leased Premises to its original condition.

Landlord, at Landlord's sole cost and expense and using building-standard finishes throughout, shall construct and deliver the Leased Premises according to the floorplan depicted in Exhibit A-1, to include the following (hereinafter the "Tenant Improvements"):

- VCT tile floor or polished concrete floors in the breakroom, restrooms, and hallways.
- Carpeted floors in the offices, conference room and training room.
- New paint throughout.
- Drop ceiling throughout

Landlord will demise the Leased Premises from areas used by it or any other tenants at its sole expense.

Substantial Completion shall occur on the date Landlord provides Tenant written notice that all of the Tenant Improvements have been substantially completed, with the exception of any agreed upon punch list items, to be completed by Landlord within a reasonable period of time thereafter, and the Leased Premises have been delivered to Tenant.

In addition to the construction of the Tenant Improvements, Landlord agrees to provide Tenant an allowance in the amount of $10,000 to be used by Tenant for the construction of an accordion wall in the conference room, as noted in the revised Exhibit A-1 (the "Allowance"). Except for the payment of the Allowance, Landlord shall have no responsibility with respect to the accordion wall, and Tenant shall be solely responsible for all aspects thereof, including, without limitation, its installation and maintenance, and its removal upon the expiration or earlier termination of the Lease, together with the payment of all other costs related thereto. The Allowance shall be paid to Tenant on the commencement date of this Lease.

Subject to availability of space at the time of Tenant's request, Landlord will also install Tenant's signage on any existing building directory if requested by the Tenant, in writing, at Tenant's sole expense. All Tenant signage shall be subject to Landlord's prior written approval as to both the type and design, and the exact sizes and locations thereof shall be determined by Landlord. All costs of design, fabrication and installation shall be paid by Tenant promptly upon Landlord's written demand. Tenant shall also be responsible, at Tenant's expense, for the maintenance and repairs of the Tenant signage, and Tenant shall remove the same, and replace the monument panel with a blank panel, upon the expiration or earlier termination of this Lease.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant is a tax-exempt entity and there should be no taxes for the Leased Premises for the duration of this Lease, to the extent Landlord actually receives the corresponding credit in lieu

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thereof. Any savings or reduction from the total building real estate taxes realized by the Landlord from the Tenant's use will be retained by Landlord in lieu of any Property Taxes owed by the Tenant.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain commercial general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate. The Tenant can satisfy this limit structure through the purchase of an umbrella, if necessary. Said insurance shall cover activities in the space leased for the exclusive use of Tenant only. Said insurance does not cover activities/losses that may arise in the non-exclusive areas, including but not limited to, common areas, restrooms, hallways, conference rooms, vending machine hallways, sidewalks, parking areas, etc. Tenant shall provide Landlord with a certificate of insurance, naming Landlord as an additional insured, as well as Landlord's lender.

In addition, Landlord shall have the right to require any approved subtenant to maintain the same types and forms of insurance, in the same limits, and to name Landlord and Landlord's lender as additional insureds.

Landlord shall maintain commercial general liability insurance that will cover activities/losses in all common areas, as referenced in the above paragraph. Upon request by Tenant, Landlord shall provide proof of said insurance.

D. Mutual Waiver of Subrogation. Each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises or the Building to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its servants, representatives, agents, vendors and/or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies or required to be covered, providing the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any

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insurance policy affecting the Leased Premises and/or the Building. Tenant or Landlord, as the case may be, shall give the other written notice that such a waiver of subrogation is not available from its insurers. Notwithstanding any contrary provisions contained in this section, this section shall not apply to relieve either party of its obligation to maintain and/or repair, at their respective cost and expense, as required by any other sections of this Lease.

9. Payment of Common Area Expenses. Tenant shall pay its pro rata share of Property Operating Costs of actual calendar year expenses as indicated as additional rent in Exhibit B.

10. Utilities. Tenant shall promptly pay all charges for telephone, cable TV, water, heating, gas, electricity and other public utilities used by the Tenant on the Leased Premises and which are either billed directly to Tenant or separately metered. Tenant shall also pay, as Property Operating Costs, Tenant's pro rata share of all utilities provided to the Leased Premises or the Property and which are not separately metered, currently being water, sewer, gas electricity, and irrigation water. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities (without affecting any other remedy available to Landlord) on account of Tenant and the same shall be deemed to be owed as additional rent hereunder and shall be due on the date payment is made by Landlord. Any common utilities that are charged to the Tenant will be included in the additional rents and made as part of the monthly rent payment.

11. Net Lease. This Lease is intended to be a pure net Lease to Landlord, who shall have no obligation of any kind, unless otherwise stipulated, to make any expenditure upon the Leased Premises. Tenant covenants that it will not permit, commit or suffer waste, impairment or deterioration of the Leased Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

12. Entry. Landlord reserves the right after at least one (1) day's written or oral notice to Tenant, or its subtenant (or at any time in the case of an emergency), to enter the Leased Premises to inspect the same, to submit said Leased Premises to prospective purchasers, lenders, or tenants, to post notices of non-liability, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant, or its subtenants, shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. Any entry to the Leased Premises by Landlord under the provisions of this Article shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, constructive or otherwise, of Tenant from the Leased Premises or any portion thereof. Landlord shall use its reasonable efforts to make any repairs, additions, or alterations to, about, or affecting the Leased Premises or adjoining premises, with as little interference to Tenant as practicable and upon completion thereof, shall promptly complete any restoration of the Leased Premises necessary as a result of any such work or activity.

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13. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Property, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

14. **Building Rules.** Tenant will comply with the rules that apply to any and all tenants for the safety, care, operation, and cleanliness of the Building adopted and altered by Landlord from time to time provided they do not unreasonably interfere with, impair or prohibit Tenant's use. Tenant will cause all of its agents, employees, invitees and visitors to also do so. All changes to such rules will be sent by Landlord to Tenant in writing at least ten (10) days prior to implementation.

15. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including, without limitation, the right to recover from Tenant amount equal to the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Leased Premises by Landlord, together with all of the costs of such reletting. Landlord shall use reasonable efforts to mitigate its damages.

16. **Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive use of the Leased Premises as outlined in this Lease for the duration of the Lease term.

17. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. **Costs and Attorney's Fees.** If it becomes necessary for either the Landlord or Tenant to employ an attorney due to the default or breach of a provision of this Lease, to gain possession of the Leased Premises, or to further protect its interest as granted per the terms and provisions herein contained, each party shall pay its court costs and attorney's fees in connection with such default or action.

19. **Attornment.** If a successor landlord under the sale or the holder of the mortgage shall

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succeed to the rights of the Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then Tenant, upon the request of such successor landlord, shall attorn to and recognize such successor landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to further evidence such attornment.

20. Force Majeure. In the event Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required herein by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or any other reason of a like nature ("Event") that is not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Lease, then said performance of any such act shall be excused for the period of time the Event takes place. The period for the performance of any such act shall be extended for a period of time equivalent to the time period of the Event. The provisions of this section shall not operate to excuse Tenant from prompt payment of the Base Rent and any other Rent required by the terms of this Lease.

21. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

c/o DePaul Real Estate Advisors
4500 Cherry Creek Drive South, Suite 860
Denver, Colorado 80246

with a copy to:
Roseben Inc.
615 Garland Way
Brentwood CA 94513

If to Tenant:

Douglas County Facilities, Fleet, & Emergency Services Director
3026 N. Industrial Way / PO Box 1390
Castle Rock, CO 80109

With a copy to:
RMHIDTA Executive Director
369 Inverness Parkway, Suite 100
Englewood, CO 80112

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Subordination and Estoppel Letter. This Lease is subject and subordinate to all

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mortgages and deeds of trust which now or hereafter may affect the Leased Premises. Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord subordinating this Lease in the manner requested by Landlord to any new or existing mortgage deed of trust. Further, Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

23. Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

27. Final Agreement. This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

28. Severability Clause. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby. The caption of each paragraph hereof is added as matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

29. Holding Over. Should Tenant, or any of its successors-in-interest, hold over the Leased Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as tenancy from month-to-month only, at a Base Rent equal to 150% of the monthly Base Rent paid during the last month of the Term prior to the holdover.

30. Eminent Domain. If the Property shall be taken by right of eminent domain, in whole or substantially in part, for public purposes, then this Lease, at the option of the Landlord, shall forthwith cease and terminate, and the current Rent shall be properly apportioned to the date of

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such taking. In such event, Landlord shall receive the entire award for the lands and improvements so taken, and Tenant shall make no claim against Landlord for compensation in connection with said taking.

31. Mechanic's Liens. Tenant agrees that it will not permit any mechanic's liens to attach to the Property.

32. Hazardous Materials. Tenant agrees not to store any hazardous materials at the Property.

33. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

34. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the Tenant, 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 Tennant.

35. Maximum Financial Obligation. Any other provision of this Lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Lease is Twenty-three Thousand, Fifty-nine and Dollars and 17 Cents ($23,059.17.) for fiscal year 2022. In no event shall the Tenant be liable for payment under this Lease for any amount in excess thereof. The Tenant is not under obligation to make any future apportionment or allocation to this Lease. Any potential expenditure for this Lease outside the current fiscal year is subject to future annual appropriation of funds by Tenant for any such proposed expenditure and subject to the same maximum obligation limitation for that fiscal year.

36. Additional Provisions.

A. Signage. Upon request, Landlord, at Tenant's cost, will provide Tenant, with standard signage on the Building directory pursuant to Paragraph 6 of this Lease. Subject to the same terms and conditions, Landlord, at Tenant's cost, will also provide and install on or adjacent to entrances to the Leased Premises Tenant's name and numerals designating the appropriate suite numbers in Building with standard graphics. Tenant, or its subtenant, will not install any other graphics visible from the exterior of the Leased Premises without Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. Without Landlord's consent, Tenant, or its subtenant, will not (i) install exterior lighting, decorations, paintings, awnings, canopies, or similar items, (ii) erect or install any signs, window or door lettering, placards, awnings, decorations, banners, portable signs, or advertising media of any type that can be viewed from the exterior of the Leased Premises, or (iii) inscribe, paint, affix, or display signs, advertisements, or notices on or in the Building.

B. Cabling and Satellite/Antennas. Tenant shall be solely responsible for the cost of installation and maintenance of any high-speed cable or fiber optic that Tenant requires in the Premises. Landlord shall provide reasonable access to the Building's electrical lines,

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feeders, risers, wiring and other machinery to enable Tenant to install high speed cable or fiber optic to serve its intended purpose, if any. Tenant shall be required to remove such cabling and fiber optic lines at the termination or expiration of the Lease, and restore the Leased Premises and the Building to their original condition.

Tenant shall have the ongoing right during the term of this Lease and any renewals thereto to place two (2) satellite dishes and/or antennas, for its own use, on the roof of the Building provided it: (i) does not negatively impact the appearance of the Building, (ii) does not damage (or violate the warranty of) the roof or other Building components, (iii) does not interfere with other rooftop equipment or the operations of other tenants, (iv) and is installed by a licensed and bonded contractor reasonably acceptable to Landlord. Tenant, or its subtenant, shall be responsible for all costs related to the installation, maintenance and removal of any such equipment, but shall otherwise be allowed use of the roof without additional charge by Landlord. Placement and screening of dishes shall be subject to Landlord's reasonable approval and in accordance with applicable covenants, codes and restrictions. Tenant shall, upon Landlord's request, executed a separate license agreement for the satellite dishes and antennas.

(remainder of page intentionally blank)

DocuSign Envelope ID: 93B05695-CB23-476C-87B4-EB3F06BE5447

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
DEPAUL INVERNESS, LLC,
a Colorado limited liability company

By: DePaul Management LLC, Manager

By: Paul T. DeCrescentis
Paul T. DeCrescentis
Its: Manager

ROSEBEN IP, LLC,
a Colorado limited liability company

By: Robert W. Lom
Robert W. Lom
Its: Manager

WINDY RIVER RETAIL 8, LLC,
a Colorado limited liability company

By: Carrie Burns
Carrie Burns
Its: President

TENANT:

Kristin Randlett
Kristin Randlett
Deputy Clerk

APPROVED AS TO CONTENT:

Douglas J. DeBord
Douglas J. DeBord
County Manager

APPROVED AS TO CONTENT:

Tim Hallmark
Tim Hallmark
Director of Facilities for the County

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Andrew Copland
Director of Finance

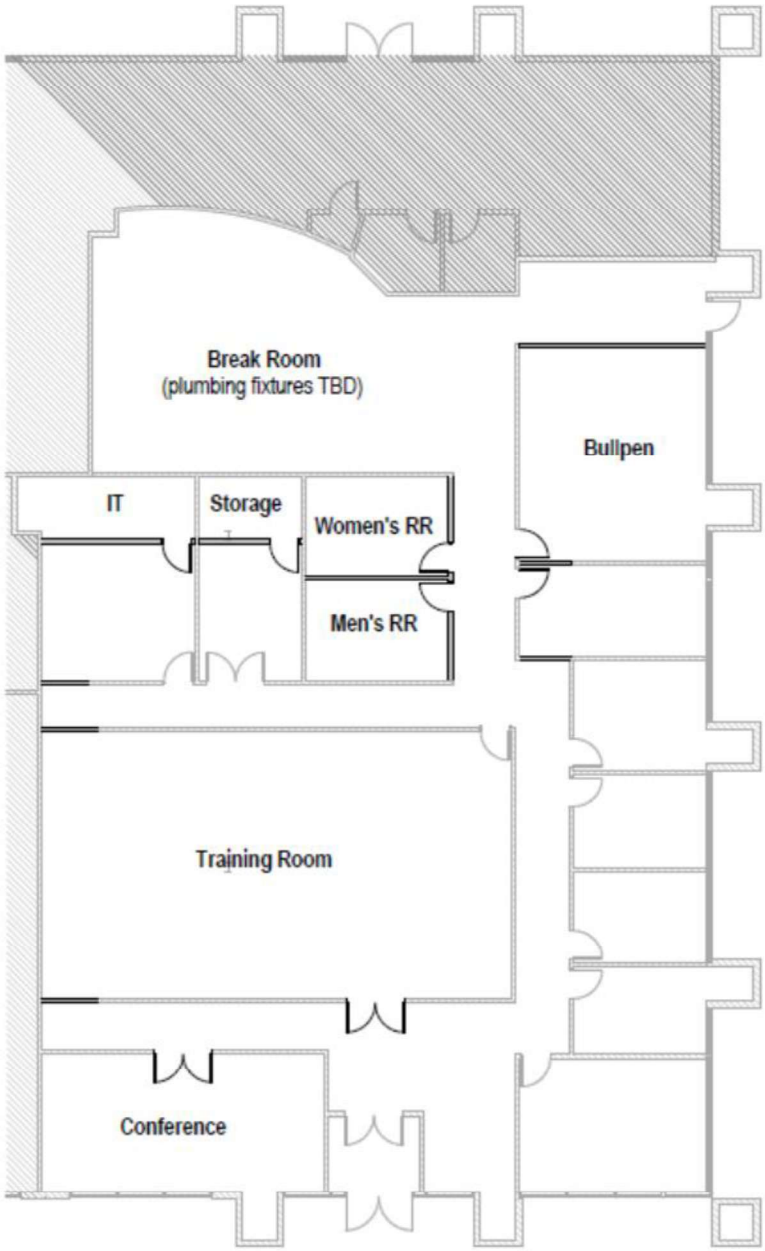
APPROVED AS TO LEGAL FORM:

Kelly Dunnaway
Chris Prahx
County Attorney
Kelly Dunnaway
Deputy County Attorney

DS
CP

DocuSign Envelope ID: 93B05695-CB23-476C-87B4-EB3F06BE5447

Exhibit A
Leased Premises



Floor Plan
~7,000 Square Feet

0 8'-0" 16'-0"

369 Inverness Parkway

DocuSign Envelope ID: 93B05695-CB23-476C-87B4-EB3F06BE5447

Exhibit A-1

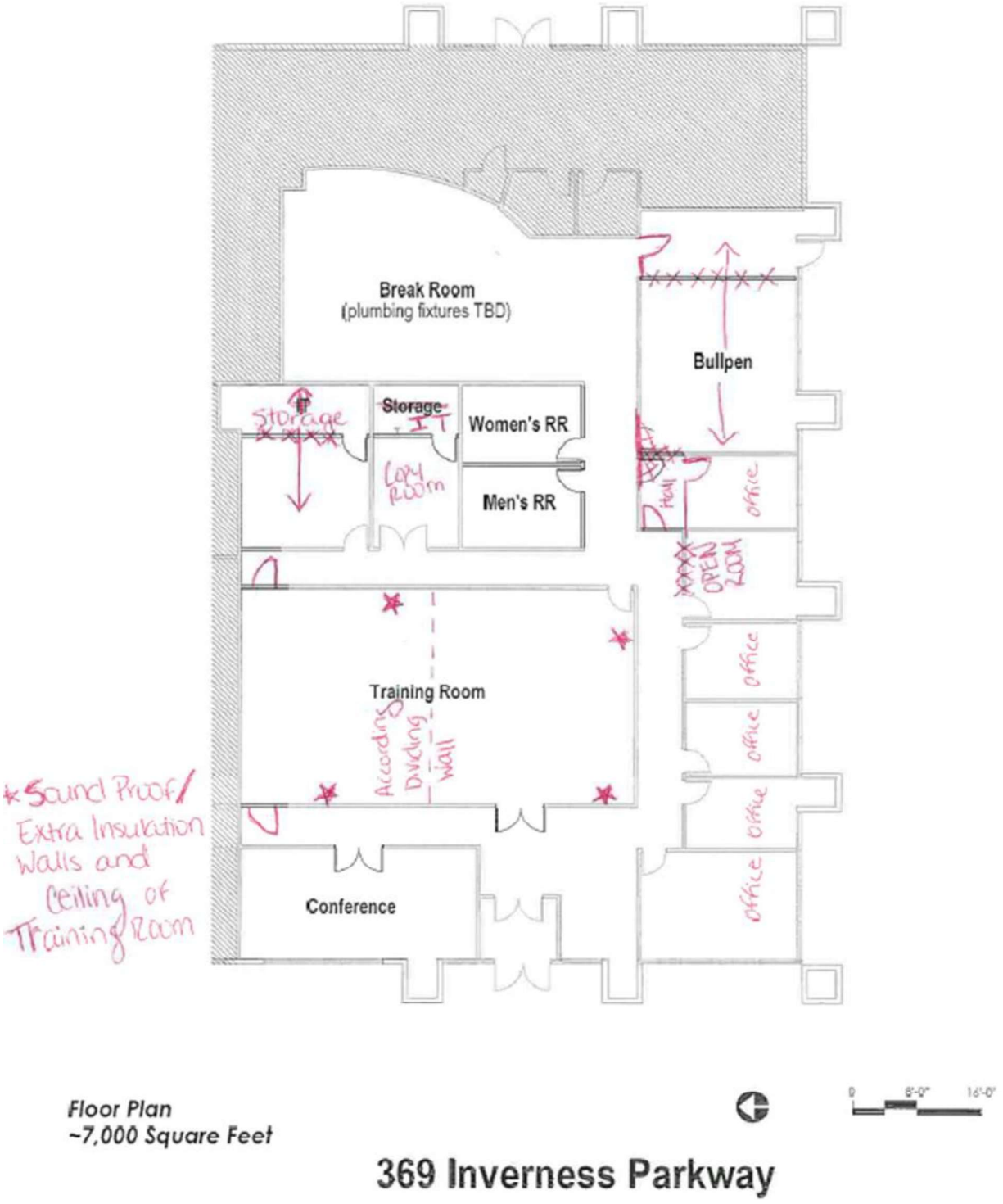


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Exhibit B
Lease Rates

Base Rent: The Base Rent for the initial Year shall be equal to $15.50 per square foot, NNN paid in 12 equal monthly installments. Thereafter on each yearly anniversary of the first monthly rent payment, Base Rent shall increase annually by 4%.

Additional Rent: Tenant shall pay its pro rata share of Property Operating Costs of actual calendar year expenses. According to the 2022 budget, the estimated Property Operating Costs payable by Tenant are broken out below:

Common Area Maintenance: $1.45/SF
Utilities + Electric: $2.30/SF
Tax: $0.00 Douglas County is Tax Exempt, provided Landlord receives a credit for associated square footage, said credit shall be passed through to Tenant.
Insurance: $0.42/SF
Total estimated additional rent for 2022: $4.17/SF

Landlord shall have the right, upon written notice to Tenant, to revise from time to time the estimated Property Operating Costs being paid by Tenant. Landlord shall reconcile the Property Operating Costs on an annual basis. If the total estimated Property Operating Costs paid by Tenant are less than the actual Property Operating Costs, Tenant shall pay the difference to Landlord within ten (10) days after demand by Landlord. If the actual Property Operating Costs are less than the total paid by Tenant, the difference shall, at Landlord's option, either be paid to Tenant or credited against future monthly Base Rent, Additional Rent or other amounts payable by Tenant under this Lease.

Each subsequent year's estimated additional rent will be calculated by Landlord and notice of the amounts to be added to Base Rent provided to Tenant no later than October 31 of the year before it will become due.

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $210,932.00 on Irrevocable Letter of Credit No. 109337-229, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 4 (DV2006-033) Warranty Performance Security.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated June 2, 2006 for Tallman Gulch Filing 1, the owner, Cardel Vivant, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all phases of public improvements of the project.

The Letter of Credit (No. 109337-229 - $210,932.00 - Flagstar Bank, N.A.) has an expiration date of December 31, 2025. The developer has been notified by FedEx (November 17, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of December 31, 2025.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 109337-229, in the amount of $210,932.00, no later than December 31, 2025. The County shall hold the funds until full-term maintenance has been granted in accordance with the SIA.

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
Correspondence - Tallman Gulch Filing 1
Phases 3 & 4
Resolution - Tallman Gulch Phase 4

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $210,932.00 on Irrevocable Letter of Credit No. 109337-229, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 4 (DV2006-033) Warranty Performance Security.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated June 2, 2006 for Tallman Gulch Filing 1, the owner, Cardel Vivant, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all phases of public improvements of the project.

The Letter of Credit (No. 109337-229 - $210,932.00 - Flagstar Bank, N.A.) has an expiration date of December 31, 2025. The developer has been notified by FedEx (November 17, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of December 31, 2025.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 109337-229, in the amount of $210,932.00, no later than December 31, 2025. The County shall hold the funds until full-term maintenance has been granted in accordance with the SIA.

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Correspondence - Tallman Gulch Filing 1
Phases 3 & 4
Resolution - Tallman Gulch Phase 4

DOUGLAS COUNTY
COLORADO

Department of Public Works
Engineering Services

www.douglas.co.us

November 17, 2025

Cardel Vivant, LLC
Mike Newman
Land Development Manager
9110 E. Nichols Ave., Suite 120
Centennial, CO 80112

File No.: DV2006-033

RE: Expiration of Letters of Credit for Tallman Gulch Filing 1 – Phases 3 & 4 Warranty Performance Securities.

Dear Mr. Newman,

Please be advised that the letters of credit being held as warranty performance security for the above referenced project will expire on **December 31, 2025.** They are listed as follows:

- LOC # 109337-307, in the amount of $290,388.39, held for Phase 3 Warranty Performance.
- LOC # 109337-229, in the amount of $210,932.00, held for Phase 4 Warranty Performance.

These letters of credit should be amended to extend the expiration dates for at least a **one-year period** and submitted to this office no later than *December 15, 2025.* It is the policy of Douglas County to maintain current security for all projects until the improvements have been inspected and approved for release of security by the Engineering Inspections Division.

We must hear from you by December 15, 2025, or the matter will be heard before the Board of County Commissioners at the regular business meeting on December 16, 2025, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.

Per the terms and conditions of the Subdivision Improvements Agreement dated June 2, 2006, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely,

Janet Peterson
Engineering Agreements Technician

Attachments

C: Janet Herman, P.E., Public Works Engineering Director
Zeke Lynch, P.E., Assistant Director Public Works Engineering
Flagstar Bank, N.A., Attn: Commercial Loan Operations, 5151 Corporate Drive
Mail Stop E-203-3, Troy MI 48098-2639
File

DOUGLAS COUNTY
MAY 23 2024
ENGINEERING SERVICES

flagstar

AMENDMENT NO. 1 TO IRREVOCABLE STANDBY LETTER OF CREDIT

May 21, 2024

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, Co 80104

Attn: Janet Peterson

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit No. 109337-307 (the "Letter of Credit") for the account of Cardel Vivant, LLC (Applicant) in your favor as beneficiary in the following respect(s) only:

[_X_] The Letter of Credit No. 109337-307 increased by $221.595.39. The new Letter of Credit amount is $290,388.39.

This Amendment No. 1 to Irrevocable Letter of Credit is an integral part of the Letter of Credit and must be attached thereto and presented to us (together with the Letter of Credit) upon a drawing on the Letter of Credit.

All other terms and conditions of the Letter of Credit remain in full force and effect.

COPY

FLAGSTAR BANK, N.A.

By: _____
Stephanie Allen
Its: Vice President

DOUGLAS COUNTY
DEC 19 2023
ENGINEERING SERVICES

Flagstar® Bank
5151 Corporate Drive
Troy, MI 48098-2639
Phone: (248) 312-2000
flagstar.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: December 14, 2023

Letter of Credit No. 109337-307

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, CO 80104

Gentlemen:

We issue this Irrevocable Non-Transferable Standby Letter of Credit No. 109337-307 (this "Letter of Credit") in your favor for the account of Cardel Vivant, LLC ("Applicant") up to an aggregate amount of US $68,793.00 (Sixty-Eight Thousand Seven Hundred Ninety-Three and 00/100 United States Dollars), the undrawn portion of which shall be available until 5:00 p.m. Eastern Time on December 31,2025 (the "Expiration Date") upon presentation of:

1. Your drawing certificate, marked, "Drawn under Flagstar Bank, N.A. Standby Letter of Credit No.109337-307" and delivered to us at the address below.
2. A statement on your stationery addressed to Flagstar Bank, N.A. signed by your chairperson and acting Chairperson: "The undersigned is Chairperson and acting Chairperson of The Board of County Commissioners of Douglas County, and certifies that the amount demanded"; and
3. The original of this Letter of Credit and each amendment to this Letter of Credit.
   We hereby agree all fees associated with this letter of credit shall not be the responsibility of The Board of County Commissioners of Douglas County

.

If a conforming presentation is delivered to us on a business day on or before 10:00 a.m. Eastern Time, we will satisfy the drawing request within three (3) businesses days of presentation. If the conforming presentation is received after 10 a.m. Eastern Standard time, or on a day that is not a business day, we will satisfy the drawing request within three (3) business days of the next business day.

COPY

Each presentation must be made, in person or by commercial overnight delivery service, to:

Flagstar Bank, N.A.
5151 Corporate Drive
Mail Stop E-203-3
Troy, MI 48098-2639
Attention: Commercial Loan Operations

Multiple, partial drawings are permitted, and we warrant that we will honor each draft under this Letter of Credit, up to the undrawn portion of the face amount, upon your complying presentation to us on or prior to the Expiration Date.

Except so far as otherwise expressly stated herein, this Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590, and any subsequent official revision thereof (the "ISP"), and (except to the extent of any inconsistency with the ISP) shall be governed by Article 5 of the Uniform Commercial Code as in effect in the State of Michigan.

COPY

FLAGSTAR BANK, N.A., a national bank

By: _____
Stephanie Allen
Its: Vice President

DOUGLAS COUNTY
DEC 19 2023
ENGINEERING SERVICES

Flagstar® Bank

5151 Corporate Drive
Troy, MI 48098-2639
Phone: (248) 312-2000
flagstar.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: December 14, 2023

Letter of Credit No. 109337-299

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, CO 80104

Gentlemen:

We issue this Irrevocable Non-Transferable Standby Letter of Credit No. 109337-299 (this "Letter of Credit") in your favor for the account of Cardel Vivant, LLC ("Applicant") up to an aggregate amount of US $210,932.00 (Two Hundred Ten Thousand Nine Hundred Thirty-Two and 00/100 United States Dollars), the undrawn portion of which shall be available until 5:00 p.m. Eastern Time on December 31,2025 (the "Expiration Date") upon presentation of:

1. Your drawing certificate, marked, "Drawn under Flagstar Bank, N.A. Standby Letter of Credit No.109337-299" and delivered to us at the address below.
2. A statement on your stationery addressed to Flagstar Bank, N.A. signed by your chairperson and acting Chairperson: "The undersigned is Chairperson and acting Chairperson of The Board of County Commissioners of Douglas County, and certifies that the amount demanded"; and
3. The original of this Letter of Credit and each amendment to this Letter of Credit.
   We hereby agree all fees associated with this letter of credit shall not be the responsibility of The Board of County Commissioners of Douglas County

.

If a conforming presentation is delivered to us on a business day on or before 10:00 a.m. Eastern Time, we will satisfy the drawing request within three (3) businesses days of presentation. If the conforming presentation is received after 10 a.m. Eastern Standard time, or on a day that is not a business day, we will satisfy the drawing request within three (3) business days of the next business day.

Each presentation must be made, in person or by commercial overnight delivery service, to:

COPY

Flagstar Bank, N.A.
5151 Corporate Drive
Mail Stop E-203-3
Troy, MI 48098-2639
Attention: Commercial Loan Operations

Multiple, partial drawings are permitted, and we warrant that we will honor each draft under this Letter of Credit, up to the undrawn portion of the face amount, upon your complying presentation to us on or prior to the Expiration Date.

Except so far as otherwise expressly stated herein, this Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590, and any subsequent official revision thereof (the "ISP"), and (except to the extent of any inconsistency with the ISP) shall be governed by Article 5 of the Uniform Commercial Code as in effect in the State of Michigan.

COPY

FLAGSTAR BANK, N.A., a national bank

By: _____
Stephanie Allen
Its: Vice President

Transaction Record

FedEx

TRACKING NO.:	SHIP DATE:	ESTIMATED SHIPPING CHARGES:
886132131681	Nov 17, 2025	8.85 USD

From address

Douglas County
Janet Peterson
100 Third Street
80104 CO Castle Rock
US
Phone: 3036636240
jlpeterson@douglas.co.us

To address

Cardel Vivant, LLC
Mike Newman
9110 E. Nicholas Ave., Auite 120
80112 CO CENTENNIAL
US
Phone: 3036636240

Package information

Pieces	Weight	Dimensions (LxWxH)	Carriage value	Package options
1 x	1.00 lb			n/a

Packaging type:
Your Packaging

Service:
FedEx Standard Overnight

Pickup / drop-off type:
I'll drop off my shipment at a FedEx location

Billing information

Bill transportation cost to: ******155
Bill duties, taxes and fees to:
Your reference: DV 06 033

P.O. No.:
Invoice No.:
Department No.:

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx

Tracking ID: 886132131681

Delivered
Tuesday, 11/18/25 at 9:55 AM

Signed for by: M.Bewman

GPS delivery location

→ View more details

Obtain proof of delivery

Report missing package

From
Douglas County
100 Third Street
Castle Rock,CO US 80104

To
Cardel Vivant, LLC
9110 E. Nicholas Ave., Auite 120
ENGLEWOOD, CO US

OUR COMPANY

About FedEx
Our Portfolio
Investor Relations
Careers
FedEx Blog
Corporate Responsibility
Newsroom
Contact Us

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FedEx Developer Portal
FedEx Logistics

LANGUAGE

United States

FOLLOW FEDEX

RESOLUTION NO. R-025-

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

A RESOLUTION APPROVING THE DRAW IN THE AMOUNT OF $210,932.00 ON IRREVOCABLE LETTER OF CREDIT NO. 109337-229 ISSUED BY FLAGSTAR BANK, N.A. IN CONNECTION WITH TALLMAN GULCH FILING 1, PHASE 4 WARRANTY PERFORMANCE, EXECUTED BY CARDEL VIVANT, LLC,

WHEREAS, on December 14, 2023, Flagstar Bank, N.A. issued its Irrevocable Letter of Credit No. 109337-229 ("LOC"), in the amount of $210,932.00 and

WHEREAS, said Letter of Credit was issued at the request of Cardel Vivant, LLC ("Developer"), as Warranty Performance, of its obligations under the Subdivision Improvements Agreement ("SIA"), for Project No. DV2006-033; and

WHEREAS, said Letter of Credit will expire on December 31, 2025, and, under the terms and conditions of the Subdivision Improvements Agreement ("SIA"), security must remain valid and in full force and effect until all required improvements have been completed and inspected by Douglas County; and

WHEREAS, the Douglas County Engineering Division has determined that those obligations of Cardel Vivant, LLC have not been fulfilled; and

WHEREAS, Cardel Vivant, LLC is in default in the performance of its obligations under the SIA; and

WHEREAS, Cardel Vivant, LLC was provided with a minimum of fourteen days written notice of Douglas County's intention to draw on said Letter of Credit: and

WHEREAS, Cardel Vivant, LLC was provided with timely notice of the hearing on this matter; and

WHEREAS, the Board of County Commissioners has concluded that in order to maintain its security for the performance of the obligations of Cardel Vivant, LLC, under the terms of the SIA, it must draw on said Letter of Credit No. 109337-229, in the amount of $210,932.00 now, therefore,

BE IT RESOLVED by the Board of County Commissioners of the County of Douglas, State of Colorado, that the Chair or Vice Chair of the Board of County Commissioners is authorized and directed to draw on said Letter of Credit No. 109337-229, issued by Flagstar Bank, N.A., in the amount of $210,932.00 and to execute any statement, draft, or other documents necessary to accomplish said draw on or before December 31, 2025; now, therefore,

BE IT FURTHER RESOLVED, if Cardel Vivant, LLC extends said Letter of Credit to December 31, 2026, before such draw is made, this resolution shall have no further effect and such draw on said Letter of Credit shall not be made.

PASSED AND ADOPTED this _____ day of December 2025, in Castle Rock, Douglas County, Colorado.

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

BY:_____
Chair

ATTEST:

_____
Haley Hall, Clerk to the Board

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $290,388.39 on Irrevocable Letter of Credit No. 109337-307, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 3 (DV2006-033) Warranty Performance Security.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated June 2, 2006 for Tallman Gulch Filing 1, the owner, Cardel Vivant, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all phases of public improvements of the project.

The Letter of Credit (No. 109337-307 - $290,388.39 - Flagstar Bank, N.A.) has an expiration date of December 31, 2025. The developer has been notified by FedEx (November 17, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of December 31, 2025.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 109337-307, in the amount of $290,388.39, no later than December 31, 2025. The County shall hold the funds until full-term maintenance has been granted in accordance with the SIA.

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Cover Page
Correspondence - Tallman Gulch Filing 1
Phases 3 & 4
Resolution - Tallman Gulch Phase 3 DV2006-033

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $290,388.39 on Irrevocable Letter of Credit No. 109337-307, issued by Flagstar Bank, N.A., In Connection with Tallman Gulch Filing 1, Phase 3 (DV2006-033) Warranty Performance Security.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated June 2, 2006 for Tallman Gulch Filing 1, the owner, Cardel Vivant, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all phases of public improvements of the project.

The Letter of Credit (No. 109337-307 - $290,388.39 - Flagstar Bank, N.A.) has an expiration date of December 31, 2025. The developer has been notified by FedEx (November 17, 2025) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of December 31, 2025.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 109337-307, in the amount of $290,388.39, no later than December 31, 2025. The County shall hold the funds until full-term maintenance has been granted in accordance with the SIA.

REVIEW:

Kristina Mann	Approve	12/3/2025
Jeff Garcia	Approve	12/9/2025
Christie Guthrie	Approve	12/9/2025
Doug DeBord	Approve	12/11/2025

ATTACHMENTS:

Correspondence - Tallman Gulch Filing 1
Phases 3 & 4
Resolution - Tallman Gulch Phase 3 DV2006-033

DOUGLAS COUNTY
COLORADO

Department of Public Works
Engineering Services

www.douglas.co.us

November 17, 2025

Cardel Vivant, LLC
Mike Newman
Land Development Manager
9110 E. Nichols Ave., Suite 120
Centennial, CO 80112

File No.: DV2006-033

RE: Expiration of Letters of Credit for Tallman Gulch Filing 1 – Phases 3 & 4 Warranty Performance Securities.

Dear Mr. Newman,

Please be advised that the letters of credit being held as warranty performance security for the above referenced project will expire on **December 31, 2025.** They are listed as follows:

- LOC # 109337-307, in the amount of $290,388.39, held for Phase 3 Warranty Performance.
- LOC # 109337-229, in the amount of $210,932.00, held for Phase 4 Warranty Performance.

These letters of credit should be amended to extend the expiration dates for at least a **one-year period** and submitted to this office no later than *December 15, 2025.* It is the policy of Douglas County to maintain current security for all projects until the improvements have been inspected and approved for release of security by the Engineering Inspections Division.

We must hear from you by December 15, 2025, or the matter will be heard before the Board of County Commissioners at the regular business meeting on December 16, 2025, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.

Per the terms and conditions of the Subdivision Improvements Agreement dated June 2, 2006, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely,

Janet Peterson
Engineering Agreements Technician

Attachments

C: Janet Herman, P.E., Public Works Engineering Director
Zeke Lynch, P.E., Assistant Director Public Works Engineering
Flagstar Bank, N.A., Attn: Commercial Loan Operations, 5151 Corporate Drive
Mail Stop E-203-3, Troy MI 48098-2639
File

DOUGLAS COUNTY
MAY 23 2024
ENGINEERING SERVICES

flagstar

AMENDMENT NO. 1 TO IRREVOCABLE STANDBY LETTER OF CREDIT

May 21, 2024

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, Co 80104

Attn: Janet Peterson

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit No. 109337-307 (the "Letter of Credit") for the account of Cardel Vivant, LLC (Applicant) in your favor as beneficiary in the following respect(s) only:

[_X_] The Letter of Credit No. 109337-307 increased by $221.595.39. The new Letter of Credit amount is $290,388.39.

This Amendment No. 1 to Irrevocable Letter of Credit is an integral part of the Letter of Credit and must be attached thereto and presented to us (together with the Letter of Credit) upon a drawing on the Letter of Credit.

All other terms and conditions of the Letter of Credit remain in full force and effect.

COPY

FLAGSTAR BANK, N.A.

By: _____
Stephanie Allen
Its: Vice President

DOUGLAS COUNTY
DEC 19 2023
ENGINEERING SERVICES

Flagstar® Bank
5151 Corporate Drive
Troy, MI 48098-2639
Phone: (248) 312-2000
flagstar.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: December 14, 2023

Letter of Credit No. 109337-307

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, CO 80104

Gentlemen:

We issue this Irrevocable Non-Transferable Standby Letter of Credit No. 109337-307 (this "Letter of Credit") in your favor for the account of Cardel Vivant, LLC ("Applicant") up to an aggregate amount of US $68,793.00 (Sixty-Eight Thousand Seven Hundred Ninety-Three and 00/100 United States Dollars), the undrawn portion of which shall be available until 5:00 p.m. Eastern Time on December 31,2025 (the "Expiration Date") upon presentation of:

1. Your drawing certificate, marked, "Drawn under Flagstar Bank, N.A. Standby Letter of Credit No.109337-307" and delivered to us at the address below.
2. A statement on your stationery addressed to Flagstar Bank, N.A. signed by your chairperson and acting Chairperson: "The undersigned is Chairperson and acting Chairperson of The Board of County Commissioners of Douglas County, and certifies that the amount demanded"; and
3. The original of this Letter of Credit and each amendment to this Letter of Credit.
   We hereby agree all fees associated with this letter of credit shall not be the responsibility of The Board of County Commissioners of Douglas County

.

If a conforming presentation is delivered to us on a business day on or before 10:00 a.m. Eastern Time, we will satisfy the drawing request within three (3) businesses days of presentation. If the conforming presentation is received after 10 a.m. Eastern Standard time, or on a day that is not a business day, we will satisfy the drawing request within three (3) business days of the next business day.

COPY

Each presentation must be made, in person or by commercial overnight delivery service, to:

Flagstar Bank, N.A.
5151 Corporate Drive
Mail Stop E-203-3
Troy, MI 48098-2639
Attention: Commercial Loan Operations

Multiple, partial drawings are permitted, and we warrant that we will honor each draft under this Letter of Credit, up to the undrawn portion of the face amount, upon your complying presentation to us on or prior to the Expiration Date.

Except so far as otherwise expressly stated herein, this Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590, and any subsequent official revision thereof (the "ISP"), and (except to the extent of any inconsistency with the ISP) shall be governed by Article 5 of the Uniform Commercial Code as in effect in the State of Michigan.

COPY

FLAGSTAR BANK, N.A., a national bank

By: _____
Stephanie Allen
Its: Vice President

DOUGLAS COUNTY
DEC 19 2023
ENGINEERING SERVICES

Flagstar® Bank

5151 Corporate Drive
Troy, MI 48098-2639
Phone: (248) 312-2000
flagstar.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: December 14, 2023

Letter of Credit No. 109337-299

Beneficiary:
The Board of County Commissioners of Douglas County
100 Third Street
Castle Rock, CO 80104

Gentlemen:

We issue this Irrevocable Non-Transferable Standby Letter of Credit No. 109337-299 (this "Letter of Credit") in your favor for the account of Cardel Vivant, LLC ("Applicant") up to an aggregate amount of US $210,932.00 (Two Hundred Ten Thousand Nine Hundred Thirty-Two and 00/100 United States Dollars), the undrawn portion of which shall be available until 5:00 p.m. Eastern Time on December 31,2025 (the "Expiration Date") upon presentation of:

1. Your drawing certificate, marked, "Drawn under Flagstar Bank, N.A. Standby Letter of Credit No.109337-299" and delivered to us at the address below.
2. A statement on your stationery addressed to Flagstar Bank, N.A. signed by your chairperson and acting Chairperson: "The undersigned is Chairperson and acting Chairperson of The Board of County Commissioners of Douglas County, and certifies that the amount demanded"; and
3. The original of this Letter of Credit and each amendment to this Letter of Credit.
   We hereby agree all fees associated with this letter of credit shall not be the responsibility of The Board of County Commissioners of Douglas County

.

If a conforming presentation is delivered to us on a business day on or before 10:00 a.m. Eastern Time, we will satisfy the drawing request within three (3) businesses days of presentation. If the conforming presentation is received after 10 a.m. Eastern Standard time, or on a day that is not a business day, we will satisfy the drawing request within three (3) business days of the next business day.

Each presentation must be made, in person or by commercial overnight delivery service, to:

COPY

Flagstar Bank, N.A.
5151 Corporate Drive
Mail Stop E-203-3
Troy, MI 48098-2639
Attention: Commercial Loan Operations

Multiple, partial drawings are permitted, and we warrant that we will honor each draft under this Letter of Credit, up to the undrawn portion of the face amount, upon your complying presentation to us on or prior to the Expiration Date.

Except so far as otherwise expressly stated herein, this Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590, and any subsequent official revision thereof (the "ISP"), and (except to the extent of any inconsistency with the ISP) shall be governed by Article 5 of the Uniform Commercial Code as in effect in the State of Michigan.

COPY

FLAGSTAR BANK, N.A., a national bank

By: _____
Stephanie Allen
Its: Vice President

Transaction Record

FedEx

TRACKING NO.:	SHIP DATE:	ESTIMATED SHIPPING CHARGES:
886132131681	Nov 17, 2025	8.85 USD

From address

Douglas County
Janet Peterson
100 Third Street
80104 CO Castle Rock
US
Phone: 3036636240
jlpeterson@douglas.co.us

To address

Cardel Vivant, LLC
Mike Newman
9110 E. Nicholas Ave., Auite 120
80112 CO CENTENNIAL
US
Phone: 3036636240

Package information

Pieces	Weight	Dimensions (LxWxH)	Carriage value	Package options
1 x	1.00 lb			n/a

Packaging type:
Your Packaging

Service:
FedEx Standard Overnight

Pickup / drop-off type:
I'll drop off my shipment at a FedEx location

Billing information

Bill transportation cost to: ******155
Bill duties, taxes and fees to:
Your reference: DV 06 033

P.O. No.:
Invoice No.:
Department No.:

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Tracking ID: 886132131681

Delivered
Tuesday, 11/18/25 at 9:55 AM

Signed for by: M.Bewman

GPS delivery location

→ View more details

Obtain proof of delivery

Report missing package

From
Douglas County
100 Third Street
Castle Rock,CO US 80104

To
Cardel Vivant, LLC
9110 E. Nicholas Ave., Auite 120
ENGLEWOOD, CO US

OUR COMPANY
About FedEx
Our Portfolio
Investor Relations
Careers
FedEx Blog
Corporate Responsibility
Newsroom
Contact Us

MORE FROM FEDEX
FedEx Compatible
FedEx Developer Portal
FedEx Logistics

LANGUAGE
United States

FOLLOW FEDEX

RESOLUTION NO. R-025-

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

A RESOLUTION APPROVING THE DRAW IN THE AMOUNT OF $290,388.39 ON IRREVOCABLE LETTER OF CREDIT NO. 109337-307 ISSUED BY FLAGSTAR BANK, N.A. IN CONNECTION WITH TALLMAN GULCH FILING 1, PHASE 3 WARRANTY PERFORMANCE, EXECUTED BY CARDEL VIVANT, LLC,

WHEREAS, on December 14, 2023, Flagstar Bank, N.A. issued its Irrevocable Letter of Credit No. 109337-307 ("LOC"), in the amount of $290,388.39 and

WHEREAS, said Letter of Credit was issued at the request of Cardel Vivant, LLC ("Developer"), as Warranty Performance, of its obligations under the Subdivision Improvements Agreement ("SIA"), for Project No. DV2006-033; and

WHEREAS, said Letter of Credit will expire on December 31, 2025, and, under the terms and conditions of the Subdivision Improvements Agreement ("SIA"), security must remain valid and in full force and effect until all required improvements have been completed and inspected by Douglas County; and

WHEREAS, the Douglas County Engineering Division has determined that those obligations of Cardel Vivant, LLC have not been fulfilled; and

WHEREAS, Cardel Vivant, LLC is in default in the performance of its obligations under the SIA; and

WHEREAS, Cardel Vivant, LLC was provided with a minimum of fourteen days written notice of Douglas County's intention to draw on said Letter of Credit: and

WHEREAS, Cardel Vivant, LLC was provided with timely notice of the hearing on this matter; and

WHEREAS, the Board of County Commissioners has concluded that in order to maintain its security for the performance of the obligations of Cardel Vivant, LLC, under the terms of the SIA, it must draw on said Letter of Credit No. 109337-307, in the amount of $290,388.39 now, therefore,

BE IT RESOLVED by the Board of County Commissioners of the County of Douglas, State of Colorado, that the Chair or Vice Chair of the Board of County Commissioners is authorized and directed to draw on said Letter of Credit No. 109337-307, issued by Flagstar Bank, N.A., in the amount of $290,388.39, and to execute any statement, draft, or other documents necessary to accomplish said draw on or before December 31, 2025; now, therefore,

BE IT FURTHER RESOLVED, if Cardel Vivant, LLC extends said Letter of Credit to December 31, 2026, before such draw is made, this resolution shall have no further effect and such draw on said Letter of Credit shall not be made.

PASSED AND ADOPTED this _____ day of December 2025, in Castle Rock, Douglas County, Colorado.

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

BY:_____
Chair

ATTEST:

_____
Haley Hall, Clerk to the Board

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Maureen Waller, Special Projects Manager

DESCRIPTION: Request to Approve an Amendment to the Public Agreement for Services with Developmental Pathways, Inc.

SUMMARY: This amendment to the 2019 Public Services Agreement with Developmental Pathways, Inc. establishes an annual $850,000 holdback for three years (2026-2028) to fund a County-led Request for Proposals (RFP) process focused on developing affordable housing for individuals with developmental disabilities in Douglas County.

RECOMMENDED ACTION: Approval of the Amendment to the Public Agreement for Services with Developmental Pathways, Inc.

REVIEW:

Doug DeBord	Approve	12/9/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/10/2025

ATTACHMENTS:

Cover Page
Amendment to DP Agreement for housing 12.04.25

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Maureen Waller, Special Projects Manager

DESCRIPTION: Request to Approve an Amendment to the Public Agreement for Services with Developmental Pathways, Inc.

SUMMARY: This amendment to the 2019 Public Services Agreement with Developmental Pathways, Inc. establishes an annual $850,000 holdback for three years (2026-2028) to fund a County-led Request for Proposals (RFP) process focused on developing affordable housing for individuals with developmental disabilities in Douglas County.

RECOMMENDED ACTION: Approval of the Amendment to the Public Agreement for Services with Developmental Pathways, Inc.

REVIEW:

Doug DeBord	Approve	12/9/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/10/2025

ATTACHMENTS:

Amendment to DP Agreement for housing 12.04.25

AMENDMENT TO PUBLIC AGREEMENT FOR SERVICES

THIS AMENDMENT is entered into as of this _____ day of _____, 2025, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and DEVELOPMENTAL PATHWAYS, INC. (DP), the Community Centered Board serving Douglas County specifically including its affiliated entities Continuum of Colorado and Nonprofit Management Services of Colorado (collectively the "Parties").

WHEREAS, the Parties entered into a certain Public Agreement for Services dated September 10, 2019 (the "Agreement"); and

WHEREAS, affordable housing has become an increasingly acute issue throughout Colorado, particularly for individuals with developmental disabilities and their families residing in Douglas County; and

WHEREAS, the County and DP desire to cooperate to address this issue by temporarily increasing the funding specifically available for the development of affordable housing for individuals with developmental disabilities, to be administered through a competitive Request for Proposals (RFP) process; and

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

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

1. Exhibit B of the Agreement is hereby amended with the following additional language:

   "Affordable Housing RFP Set-Aside (2026–2028):

   Beginning in fiscal year 2026 and continuing through fiscal year 2028, the County shall withhold $850,000 annually from the Net Disbursement to Developmental Pathways, Inc. The County shall withhold these funds in equal monthly amounts of $141,667 from January through May and $141,665 in June of each applicable year. This schedule aligns with the period during which approximately 95% of property tax revenues are collected. These funds shall be reserved specifically to support a competitive Request for Proposals (RFP) process for the development of affordable housing for individuals with developmental disabilities residing in Douglas County. The County shall administer the RFP process and retain discretion over the use and disbursement of these funds. Any unspent funds from this set-aside at the end of each fiscal year shall roll forward and remain dedicated to this purpose."

2. The remainder of the Agreement shall remain in full force and effect.

AMENDMENT TO PUBLIC AGREEMENT FOR SERVICES

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

Developmental Pathways, Inc.

BY: Matthew VanAuken _____ **ATTEST: (if a corporation)**

Printed Name Matt VanAuken _____ _____

Title: CEO _____ **Title:** _____

DATE: 12/9/25 _____

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: _____

AMENDMENT TO PUBLIC AGREEMENT FOR SERVICES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

BY:_____
Abe Laydon, Chair

DATE: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

DATE: _____

ATTEST:

_____
Hayley Hall, Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
Chris Pratt
Managing County Attorney

DATE: _____

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Maureen Waller, Special Projects Manager

DESCRIPTION: Request to Approve a Grant Agreement for The Aspen Effect's Youth Mental Health and Family Support Program.

SUMMARY: This grant agreement awards $113,686.21 in retained Metropolitan Football Stadium District funds to The Aspen Effect, a Douglas County nonprofit focused on youth mental health. The funding will support program expansion, including parent support services and a new youth leadership conference. The Aspen Effect will also report on how the grant helped support additional fundraising efforts.

RECOMMENDED ACTION: Approval of the Grant Agreement for the Aspen Effect's Youth Mental Health and Family Support program.

REVIEW:

Doug DeBord	Approve	12/10/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/10/2025

ATTACHMENTS:

Cover Page
DC - Aspen Effect - Grant Agreement - December 2025

MEETING DATE: December 16, 2025

STAFF PERSON RESPONSIBLE: Maureen Waller, Special Projects Manager

DESCRIPTION: Request to Approve a Grant Agreement for The Aspen Effect's Youth Mental Health and Family Support Program.

SUMMARY: This grant agreement awards $113,686.21 in retained Metropolitan Football Stadium District funds to The Aspen Effect, a Douglas County nonprofit focused on youth mental health. The funding will support program expansion, including parent support services and a new youth leadership conference. The Aspen Effect will also report on how the grant helped support additional fundraising efforts.

RECOMMENDED ACTION: Approval of the Grant Agreement for the Aspen Effect's Youth Mental Health and Family Support program.

REVIEW:

Doug DeBord	Approve	12/10/2025
Jeff Garcia	Approve	12/10/2025
Christie Guthrie	Approve	12/10/2025

ATTACHMENTS:

DC - Aspen Effect - Grant Agreement - December 2025

GRANT AGREEMENT

Grant Title: **Youth Mental Health and Family Support**

Grant Period: **January 1, 2026 – December 31, 2026**

Grant Award: **$113,686.21**

Parties to Agreement:

The County: The Board of County Commissioners of the County of Douglas, State of Colorado

100 Third Street
Castle Rock, CO 80104
(303) 660-7401

Grantee: The Aspen Effect, Inc.
Attn: Jerry Van Leuven

PO Box 798
Castle Rock, CO 80104
Ph: (720) 500-4308
Email: jerryv@theaspeneffect.org

RECITALS

WHEREAS, when the Denver Broncos franchise was sold, jurisdictions that collected Stadium District tax were given a one-time payment of 2% of the gross profit, distributed in proportion to sales tax collected within each jurisdiction; and

WHEREAS, the County collected Stadium District tax and was given $939,363.21 from the Metropolitan Football Stadium District (MFSD) to be used for youth activities programs; and

WHEREAS, in 2023, the County provided an opportunity for youth-serving organizations to submit applications and, in 2024, the County approved applications and distributed $825,677.00 of the MFSD funds to 31 organizations; and

WHEREAS, the County retained $113,686.21 of the MFSD funds for future allocation to innovative youth mental health programming and the Grantee submitted a grant application for a Youth Mental Health and Family Support project ("Project"), described in Exhibit A; and

WHEREAS, on November 17, 2025, the County approved the Grantee's grant application for the retained funds subject to the execution of this Agreement and that the Grant Award be used

to help leverage additional fundraising to sustain and expand the Grantee's programming in addition to supporting the Project; and

WHEREAS, the Grantee shall adhere to the payment terms outlined in Exhibit B and the reporting requirements outlined in Exhibit C.

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all Exhibits are hereby incorporated herein.

2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the County hereby awards to Grantee a sum not to exceed $113,686.21 ("Grant Award")." The Grant Award shall be used by the Grantee solely to complete the Project in substantial conformity with Exhibit A.

3. **Project Scope.** The Grantee shall not materially modify the Project without the prior written approval of the County. Any material modification to the Project undertaken without the County's prior written consent may be deemed a breach of this Agreement, entitling the County to all remedies available under this Agreement. The County has sole discretion to determine whether any changes constitute a material modification.

4. **Payment of Grant.** Subject to the County's determination in its sole discretion that Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in Exhibit B, the Payment Terms. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **one hundred thirteen thousand six hundred eighty-six dollars and twenty-one cents ($113,686.21)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **Reporting Requirement.** The Grantee agrees to submit a report as outlined in Exhibit C, the Grant Reporting Requirements.

6. **Compliance with Regulatory Requirements and Federal and State Mandates.** The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, the Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state, or federal

government.

7. **Authorization.** By signing this Agreement on behalf of the Grantee, the undersigned represents that the undersigned is authorized to enter into this Agreement and can attest to and is knowledgeable of the matters stated and certified herein.

8. **Notice.** Notices concerning Termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

to the County:	Douglas County Government Attn: Maureen Waller 100 Third Street Castle Rock, CO 80104 Ph: (303) 660-7424 Email: mwaller@douglas.co.us
with a copy to:	Douglas County Attorney's Office 100 Third Street, 3rd Floor Castle Rock, CO 80104 Ph: (303) 660-7414 Email: attorney@douglas.co.us
to the Grantee:	The Aspen Effect, Inc. Attn: Jerry Van Leuven PO Box 798 Castle Rock, CO 80104 Ph: (720) 500-4308 Email: jerryv@theaspeneffect.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, or by any other method authorized in writing by the Authorized Representative prior to the notice attempt. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

9. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Grantee or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Grantee shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this agreement; provided, however, that the Grantee need not

indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

10. **Independent Contractor.** The Grantee is an Independent Contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended, nor shall it be construed, to create a joint venture between the County and the Grantee; or that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

11. **Governmental Immunity**. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

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

13. **Inspection**. Throughout the term of this Agreement, the County shall have the right to inspect the Project area and records to ascertain compliance with this Agreement during regular business hours at any time during the Project and up to six months after termination or completion of the Project.

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

15. **Assignment.** The Grantee may not assign any of its rights or obligations hereunder without the prior written consent of the County.

16. **Effect of Project Completion or Termination.** The Grantee agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. Project completion or termination of this Agreement does not

alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. The venue for any lawsuit concerning this Agreement shall be in the District Court for Douglas County, Colorado. The Grantee expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Grantee. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

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

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

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

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

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

GRANTEE: The Aspen Effect
PO Box 798
Castle Rock, CO 80104

By: Jerry Van Leuven

Title: _____

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

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

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS:

APPROVED AS TO CONTENT:

BY:_____
Abe Laydon, Chair

_____
Douglas J. DeBord, County Manager

DATE: _____

DATE: _____

ATTEST:

_____
Hayley Hall, Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

_____
Christie Guthrie
Director of Finance

_____
Arielle J. Denis
Assistant County Attorney

DATE:_____

DATE: _____

Exhibit A

The Project

The County grants an award in the amount of $113,686.21 to the Grantee for its Youth Mental Health and Family Support Project. The Grantee shall use the $113,686.21 grant as follows:

a. as described in the Grantee's Project funding application submission that the County approved on November 17, 2025;

b. to expand youth mental health programming, including the development of a parent support group and the launch of the Common Roots Conference; and

c. to leverage additional philanthropic and community-based fundraising to support the long-term sustainability of its programs.

Exhibit B

Payment Terms

The County will provide up to $113,686.21 to the Grantee to be used exclusively for the Project as described in Exhibit A.

The County will provide one disbursement of $113,686.21 to the Grantee within 30 days of the execution of this Agreement. Any amounts in excess of the total disbursement shall be the responsibility of the Grantee.

Advanced payment is considered a loan until the total Project is complete and the final report documentation has been submitted and approved. Once the Grantee has completed its Project to the satisfaction of the County, the payment will be considered a grant payment.

Costs to be covered by the County funds awarded for this Project are only for those directly incurred for actual work completed concerning the Project in accordance with the plans, budget, and schedule previously approved by the County. At the sole discretion of the County, any changes to the Project not approved by the County may not be paid and any resultant reduction in costs of such changes may be deducted from the total Grant Award.

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 Grantee shall not to hire, pay, or contract for services of any official, officer or employee of the County or otherwise take any action that could constitute or create a conflict of interest with the County.

EXHIBIT C

DOUGLAS COUNTY METROPOLITAN STADIUM DISTRICT GRANT REPORTING REQUIREMENT

The purpose of this report is for the Grantee to describe the results of the Metropolitan Stadium District grant award and how the Grantee provided services to Douglas County youth.

Please focus your answers on Douglas County residents and how the grant was beneficial to the people you served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story.

The reporting period is shown below and the **due date for the report is February 28, 2027**.

ORGANIZATION PROFILE

Reporting Period: January 1, 2026 -- December 31, 2026
Grantee: The Aspen Effect
Grant Title: Youth Mental Health & Family Support
Grant Amount: $113,686.21

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

Please answer the following questions:

1. Describe how the grant funds were used and describe at least one successful client outcome.

2. Approximately how many Douglas County youth were served with the grant funds?

3. Were there any funds remaining at the end of the year? If so, how much and what are your plans to expend the entire grant award?

4. Do you plan to continue to offer your program for Douglas County youth after this one-time funding source is depleted?

5. Do you have any photos of youth participating in your program? Would you be willing to share them?

6. Fundraising Leverage Report: Describe how the Grant Award was used to support or leverage additional fundraising efforts. Include:

    - Total amount of additional funds raised during the grant period
    - Sources of additional funding (e.g., foundations, individual donors, corporate sponsors)
    - How leveraged funds were or will be used to support youth mental health programming
    - Any challenges or successes in fundraising efforts

_____ _____

Signature of Executive Director or Authorized Board Officer **Date**