DOUGLAS COUNTY
COLORADO

Agreement Staff Report

Date:

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

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

CC: Allison E. Cutting, Supervisor, Community Services
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

Subject: **2026 John Adams Academy Douglas County School Security Funding Agreement in the amount of $200,000**

Board of County Commissioners' Business Meeting **July 14, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

John Adams Academy Douglas County (John Adams) submitted a request for $200,000 in school security funding to enhance safety for their students, faculty, and staff.

II. REQUEST

Staff requests approval of the 2026 John Adams Academy Douglas County School Security Funding Agreement in the amount of $200,000.

III. BACKGROUND

The Board of County Commissioners (BCC) responded to the STEM Highlands Ranch school shooting in May 2019 by approving $10 million for security upgrades and mental health initiatives to Douglas County schools. To date, the Douglas County School District, fifteen charter schools and eight private schools have been allocated $9,803,329. There is $196,671 remaining in the fund. Approval of the full funding request will require an additional $3,329 from the general fund

IV. DISCUSSION

On June 11, 2026, John Adams submitted a request for $200,000 in school security funding. Specific project details are confidential and have been redacted from the attachment referenced below.

V. RECOMMENDED ACTION

Staff recommends approval of the 2026 John Adams Academy Douglas County Funding Agreement in the amount of $200,000, as it complies with all federal, state, and county approval standards and policies.

ATTACHMENTS **PAGE**

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2026 John Adams Academy School Security Funding Agreement

Project Title John Adams Academy school security	**Agreement Number** JAADougCo2026
Grantee John Adams Academy Douglas County	**Agreement Performance Beginning Date**
Grantee Unique Entity ID: N/A	**Agreement Performance Expiration Date**
Grant Maximum Amount: $	**CFDA Number:** N/A

Agreement Purpose

The purpose of this agreement is to provide for the acquisition, installation, and related system components of the school safety system.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Scope of Work
2. Exhibit B, Payment Terms
3. Exhibit C, Reporting Requirements

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement.
2. Exhibit A, Scope of Work
3. Exhibit B, Payment Terms
4. Exhibit C, Reporting Requirements
5. Executed Option Letters (if any).

Principal Representatives:

For Douglas County:
Allison Cutting
100 Third Street
Castle Rock, CO 80104
(303) 660-7460
CRSgrants@douglas.co.us

For Grantee:
John Adams Academy Douglas County
Attn: Sarah Kiesewetter
7979 Butte Creek Street
Littleton, CO 80125
(303) 654-9688
Sarah.Kiesewetter@jaadougco.org

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SCHOOL SAFETY AND PROTECTION AND MENTAL HEALTH SERVICES FUNDING AGREEMENT

Project Title: **John Adams Academy Technology**

Grant Award: **$**

PARTIES TO AGREEMENT:

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

GRANTEE: John Adams Academy Douglas County

Address: 7979 Butte Creek Street
Littleton, CO 80125

Contact Name: Sarah Kiesewetter
Telephone: (303) 654-9688
Email: Sarah.Kiesewetter@jaadougco.org

RECITALS

A. In 2019, the Douglas County Commissioners approved making available to the schools of the County a one time $10 million grant that will fund school physical security and supportive mental health for student projects that can assist all schools in Douglas County to be safer for students. Of the original grant, $196,671 is currently available.

B. Grantee submitted a proposal to the Board that contemplates the execution of the project entitled above (the "Scope of Work"). The Scope of Work is described in **Exhibit A**

C. Grantee shall adhere to the payment terms outlined in **Exhibit B** and the reporting requirements outlined in **Exhibit C**.

D. The Board approved Grantee's Project on **DATE** subject to the execution of this grant agreement (the "Agreement").

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AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **$** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.

3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Allison Cutting, (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.

5. **Payment of Grant.** Subject to the Board's determination in its sole discretion that Grantee is in compliance with this Agreement, the Board 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 **Two hundred thousand dollars ($)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Grantee agrees to submit the reports as described in **Exhibit C.**

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

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

REJECTED

whatsoever, for any purpose whatsoever. The Grantee shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Grantee need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

10. Independent Contractor. The Grantee is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

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

13. Inspection. The Board shall have the right to inspect the Project area to ascertain compliance with this Agreement during 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 Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

15. Effect of Project Completion or Termination. Grantee agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on 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 Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

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 Grantee to: Douglas County

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Community Services Department
Allison Cutting
100 Third Street
Castle Rock, CO 80104
(303) 660-7460
E-mail CRSgrants@douglasco.gov

with a copy to:

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

and by the County to:

John Adams Academy
Sarah Kiesewetter
7979 Butte Creek Street
Littleton, CO 80125
(303) 654-9688
Sarah.Kiesewetter@jaadougco.org

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

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

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

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

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

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

22. 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,

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or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

23. 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.

(remainder of page intentionally blank)

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IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 20__.

GRANTEE: John Adams Academy

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____.
(name of signatory)

My commission expires: _____

Witness my hand and official seal

_____
Notary Public

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APPROVED AS TO CONTENT:

Douglas J. DeBord
County Manager

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Director, Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

Arielle Denis
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie
Director of Finance

Date: _____

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EXHIBIT A

PHYSICAL SCHOOL SECURITY IMPROVEMENTS

Douglas County will provide **John Adams Academy Douglas County** funding of up to **$** for:

- s $

PROCUREMENT: To the extent possible, Grantee shall adhere to the Douglas County Government purchasing policy or an equivalent selection process that will ensure fair and competitive bids/quotes are obtained for the use of any Grant Award funds under this Agreement. If Grantee will significantly deviate from such a process, express written permission from the County must be obtained prior to proceeding with the Project.

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EXHIBIT B

PAYMENT TERMS

A. Grant Award

The County shall provide Grantee with a total grant award of $, to be used as described in Exhibit A.

B. Eligible Expenses

Eligible expenses under this grant include:

Grant funds will not be used for general operating or unrelated school programming.

C. Grant Closeout

1. Carryforward of Unused Funds

In no event shall the total reimbursement over the four-year contract term exceed .

The funding will be paid according to the following schedule:

- Reimbursements based on itemized invoices **John Adams Academy Douglas County** received for work completed on the Project by their contractors or a certified invoice of other costs incurred by **John Adams Academy Douglas County** in the course of completing the Project. Eligible expenses must occur after the execution date, based on the last signature on this agreement.

- Such invoices will be paid within 30 days of receipt unless there is a dispute about the amounts to be released in which case the County reserves the right to require such additional documentation, including monthly activity reports detailing the activities and services rendered, as the County deems appropriate to support the payments indicated in an invoice.

- Invoices will not be submitted more often than once a month without prior written consent by the County.

- Any amounts invoiced for the Project in excess of the total funds awarded under the Agreement are the responsibility of **John Adams Academy Douglas County**.

- Costs to be covered by the County funds awarded for this Project are only for those directly incurred for actual work completed designing or constructing the Project. No administrative, legal, maintenance, or other indirect design/construction costs will be reimbursed.

No official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and **John Adams Academy Douglas County** shall not to hire, pay, or contract for services of any official, officer or employee of the

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County or otherwise take any action that could constitute or create a conflict of interest with the County.

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EXHIBIT C

REPORTING REQUIREMENTS

Provide a final report within 90 days of the completion of the Project or a status report 90 days after the end of the school year for multi-year projects. The purpose of this report is to describe the results of the funding award. Focus your answers on how the Project was beneficial to the students served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. A sample report is shown below. Any reports containing sensitive specialized information of security arrangements of public schools should be clearly marked "Not Intended For Public Disclosure" at the top and bottom of each page. Please review the organizational information and correct any information that may have changed.

Project Period: **From** _____ **To** _____

Organization: John Adams Academy Douglas County

Project Name: Physical Security Improvements

Grant Amount: $

Contact Name: Sarah Kiesewetter **Title:** Headmistress

Phone: 303-654-9688 **Email:** sarah.kiesewetter@jaadougco.org

1. Describe how the Project funds were used, the progress made toward your goals and objectives and the impact on your facility (e.g. results or outcomes).

2. Describe any feedback you have received from outside your organization as a result of the Project.

3. Did you form any new partnerships? If yes, please describe the partnership(s) and the impact on your efforts.

4. Were you able to leverage additional funds for this Project, through a grant, contribution, or other means?

5. If there were any major variances in the anticipated expenditures as compared to the approved scope of work (Exhibit A) in your contract agreement, please describe what changed.

6. How many individuals are served by your organization that will be impacted by the Project?

_____ _____

Signature **Date**

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