

Funding Agreement Staff Report

Date: August 28, 2025

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

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

CC: Kim Smith, Community Programs Coordinator
Allison Cutting, Community Services Supervisor
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

Subject: **Funding Agreement between Douglas County and the Douglas County Community Foundation for up to \$200,000 in matching donations for the Heroes Gala**

Board of County Commissioners' Business Meeting

September 9, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The Douglas County Community Foundation (DCCF) is requesting \$200,000 in matching funds for donations received as part of the Heroes Gala event on September 12, 2025. DCCF proposes that the funds be split between the Community Emergency Relief Fund (CERF) and DCCF's General Fund to enhance grant support for local nonprofits. Staff prepared a Funding Agreement between Douglas County and DCCF in the amount of \$200,000 as directed by the Board of County Commissioners (BCC).

II. REQUEST

Staff requests approval of the Funding Agreement between Douglas County and DCCF in the amount of \$200,000 to be used as matching funds for donations received as part of their Heroes Gala event on September 12, 2025.

III. BACKGROUND

The annual Heroes Gala honors Douglas County first responders, armed forces members, and the nonprofit partner organizations that support them. The event raises vital funds for DCCF and the CERF, helping DCCF quickly provide direct assistance to the community, nonprofit partners, and first responders during unforeseen emergencies which impact Douglas County.

Douglas County began providing DCCF with up to \$200,000 annually in matching donations as part of the Heroes Gala in 2023 through a signed Funding Agreement. To date, all matching contributions have been allocated to CERF.

DCCF and staff met with the BCC at a work session on August 25, 2025. The BCC directed staff to prepare a Funding Agreement between the two parties for approval at a Business Meeting.

IV. DISCUSSION

Staff received a letter on July 16 from DCCF requesting a matching contribution of up to \$200,000 to enhance the impact of donor contributions at the 2025 Heroes Gala on September 12. DCCF has proposed that the County's contribution be split between the CERF and the DCCF General

Fund. Dollars donated to CERF will support emergency response efforts and dollars donated to the DCCF General Fund will be allocated in grant support to Douglas County nonprofits. As directed, staff prepared a Funding Agreement supporting this request.

V. RECOMMENDED ACTION

Staff recommends BCC approval of the Funding Agreement between Douglas County and DCCF, in the amount of \$200,000 to be used as matching funds for donations received as part of their Heroes Gala as it complies with all County approval standards and policies.

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July 16, 2025

Dear Board of Douglas County Commissioners,

On behalf of Douglas County Community Foundation (DCCF), I want to thank you for the invaluable work you do in the service of the residents of Douglas County and for your ongoing partnership with us. Last year, DCCF held its second annual Heroes Gala and proudly raised \$409,900 – not including your generous \$200,000 match that helped encourage donations and solidify the impact we are making together.

This year's Heroes Gala honoring first responders, veterans, and military personnel will raise money in support of DCCF and our Community Emergency Relief Fund (CERF) efforts, which provides immediate assistance in unforeseen emergencies and crises within Douglas County. Excitingly, we are in efforts to also start annual funding of preventative and mitigation efforts happening in the county by our first responder teams and organizations.

On behalf of DCCF, I respectfully request a commitment match up to \$200,000 towards DCCF to be split between our General Fund and the Community Emergency Relief Fund. That means for every Heroes Gala dollar raised up to \$200,000 you will be responsible for creating lasting and meaningful leverage. It is important to note that none of the County's funds will be used for expenses related to the event itself. Every dollar donated to CERF helps support our emergency response efforts and every dollar donated to our General Fund means another dollar we can allocate in grant support to help our Douglas County nonprofits.

Your partnership will maximize the impact of our fundraising efforts and demonstrate Douglas County's steadfast dedication to the well-being of its residents. Thank you for your consideration. We welcome the opportunity to discuss further and explore how we can collaborate for the betterment of our community. In the meantime, please reach out to me directly if you would like any additional information.

Best,

A handwritten signature in dark ink, appearing to read "Kirsten Swanson-Moore".

Kirsten Swanson-Moore

Executive Director

Douglas County Community Foundation

Douglas County Community Foundation dccf.org

11479 S Pine Drive | Parker, CO 80134

FUNDING AGREEMENT

Project Title: Douglas County Community Foundation – 2025 Heroes Gala

Funding Period: September 12, 2025, to October 31, 2025

Funding Award: \$200,000.00

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas, State of Colorado (the “County”)

Address: 100 Third St.
Castle Rock, CO 80104

Telephone: 303-660-7401

Facsimile: 303-688-1293

GRANTEE: Douglas County Community Foundation (the “Grantee”)

Address: 11479 S. Pine Dr.
Parker, CO 80134

Contact Name: Kirsten Swanson

Telephone: 907-529-7875

Email: kirsten@dccf.org

RECITALS

A. The Douglas County Community Foundation (DCCF) was formed in 2006 for purposes of supporting non-profits within Douglas County and has recently adopted a new strategic vision including the creation of a Community Emergency Relief Fund to be held by the DCCF to be deployed to support County residents during emergency events. DCCF is committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, inspiring generosity, and providing support to local nonprofit organizations serving the needs within our community.

B. Grantee submitted a funding request to the County that contemplates the County contributing \$200,000.00 to the DCCF Hero’s Gala as a Matching Sponsor (the “Contribution”). The Contribution and the associated acknowledgements from the DCCF are detailed in **Exhibit A**.

C. The County adopted a motion to be the Matching Sponsor at an August 25, 2025, work session subject to the execution of this Grant Agreement (the “Agreement”).

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Funding and Project.** Subject to the terms and conditions set forth in this Agreement, the County hereby awards to Grantee a sum not to exceed **two hundred thousand dollars and zero cents (\$200,000.00)** (the "Grant Award"). The Grant Award shall be used by Grantee in substantial conformity with **Exhibit A**.
3. **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 **two hundred thousand dollars and zero cents (\$200,000.00)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement, nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
4. **Reporting Requirement.** Grantee agrees to submit the report as described in **Exhibit C**.
5. **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, the Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.
6. **No Waiver of Colorado Governmental Immunity Act.** The Parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

7. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Grantee or any other person or entity whatsoever, for any purpose whatsoever. The Grantee shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Grantee need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.
8. **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.
9. **Audits and Accounting.** The Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Contribution. The County shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Contribution, only upon a motion adopted by the Board of County Commissioners at a regularly scheduled Business Meeting. The County shall retain the authority to audit for two years after the Contribution.
10. **Liability.** Should the County audit the Contribution, any item of expenditure by the Grantee using the Contribution that is determined to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities by auditors, investigators, and other authorized representatives of the County to include the County's external auditor, shall become the Grantee's liability, to be paid by the Grantee. This provision shall survive the expiration or termination of this Funding Agreement.
11. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Grantee to:

Douglas County, Department of Community
Services
Attn: Kim Smith
100 Third St.
Castle Rock, CO 80104
Ph: 303-660-7460
E-mail: ksmith@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street

Castle Rock, CO 80130
Ph: 303-660-7414
E-mail: attorney@douglas.co.us

and by the County to:

Douglas County Community Foundation
Attn: Kirsten Swanson
11479 S. Pine Dr.
Parker, CO 80134
Ph: 907-529-7875
E-mail: kirsten@dccf.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.

12. **Assignment.** Grantee may not assign its rights under this Agreement.
13. **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.
14. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.
15. **Third Party Beneficiary.** The County and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the County and Grantee, does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the Parties, or any other entity who may become a Party to this Agreement, and that no third-party beneficiaries are intended.
16. **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.
17. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the Parties. No oral understanding or terms not incorporated in this Agreement shall be binding upon the Parties. No changes to this Agreement shall be valid,

unless made as an amendment to this Agreement, approved by the County, and signed by the Parties in this Agreement.

18. **Advertising, Marketing and Promotional Materials.** The Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of the Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____, 2025.

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

APPROVED AS TO CONTENT:

Abe Laydon, Chair
Board of County Commissioners

Doug DeBord
County Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

Arielle J. Denis
Assistant County Attorney

Jennifer L. Eby
Director of Community Services

Date: _____

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

Douglas County Community Foundation

Sub Grantee

Kirsten Swanson

Executive Director of the Douglas County Community Foundation

Title

Address

City, State, Zip Code

STATE OF COLORADO)
)
COUNTY OF _____) ss.

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

My commission expires:_____

Witness my hand and official seal

Notary Public

EXHIBIT A

DOUGLAS COUNTY COMMUNITY FOUNDATION
2025 HEROES GALA GRANT
PROJECT PURPOSE

A Grant Award of up to **\$200,000.00** is awarded to **Douglas County Community Foundation** to support its 2025 Heroes Gala. The \$200,000.00 donation can be split between the Community Emergency Relief Fund (CERF) and the Community Foundation's General Fund to enhance grant support for local nonprofits. In return for the \$200,000.00 Matching Grant, the County will be awarded the opportunity to have representatives as determined by the Board of County Commissioners address the audience and will have the Douglas County logo prominently placed throughout the venue.

EXHIBIT B

DOUGLAS COUNTY COMMUNITY FOUNDATION 2025 HEROES GALA GRANT PAYMENT TERMS

Douglas County will provide Douglas County Community Foundation up to **\$200,000.00** to be used as described in Exhibit A. The Grant Award will be paid in a single lump sum within thirty days after the September 12, 2025, Heroes Gala.

EXHIBIT C
DOUGLAS COUNTY COMMUNITY FOUNDATION
2025 HEROES GALA
SAMPLE GRANT REPORT

The purpose of this Gala report is to describe the revenue derived from the 2025 Heroes Gala for the DCCF.

The DCCF will provide a narrative as to discuss the success of the Gala as well as the total revenue raised during the 2025 Heroes Gala.