

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