

## Grant Agreement Staff Report

**Date:** March 10, 2026

**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:** **2026 Developmental Disabilities Mill Levy Housing with Supportive Services grant agreement with Wellspring Community in the amount of \$2,500,000**

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**Board of County Commissioners' Business Meeting**

**March 24, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

Seven organizations submitted applications for the Developmental Disability Mill Levy (DDML) Housing with Supportive Services competitive grant opportunity. The review committee has thoroughly reviewed the applications and recommends the Board of County Commissioners (BCC) fund Wellspring Community's Unity on Wolfensberger project to expand housing options for individuals with intellectual and developmental disabilities (IDD). This request is for approval of the grant agreement between the BCC and Wellspring Community in the amount of \$2,500,000.

### **II. REQUEST**

Staff requests approval of the 2026 DDML Housing with Supportive Services grant agreement with Wellspring Community in the amount of \$2,500,000 for the Unity on Wolfensberger project.

### **III. BACKGROUND**

On November 4, 2025, the BCC directed staff to retain \$2,500,000 in DDML revenue for 2026-2028 to fund the Housing with Supportive Services grant for persons with IDD. Staff, working in cooperation with Developmental Pathways, developed review criteria and a weighted scoring tool. The scoring criteria considered several factors, including the number of Douglas County residents served, site readiness, plans for resident integration, organizational capacity and experience, leveraging of resources, and partnerships.

The request for proposals was posted and opened for response in January 2026. Seven organizations submitted applications to receive grant funding. The County-designated review committee thoroughly reviewed the applications and recommend the BCC fund Wellspring's application during a Work Session on February 23, 2026.

### **IV. DISCUSSION**

Wellspring's Unity on Wolfensberger project repurposes a former hotel in downtown Castle Rock into a mixed-use building designed for affordability and long-term sustainability. The first floor

features supportive programming and commercial space, while the second floor offers residential units, with at least 12 units permanently designated for individuals with IDD.

Grant funding will support both housing development and person-centered supportive services to ensure safe, stable housing that promotes independence, and community inclusion.

**V. RECOMMENDED ACTION**

Staff recommends approval of the 2026 DDML Housing with Supportive Services grant agreement with Wellspring Community in the amount of \$2,500,000 for Unity on Wolfensberger.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
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**Developmental Disabilities Mill Levy Housing with Supportive Services Grant Agreement  
Unity on Wolfensberger**

<b>Project Title</b> Unity on Wolfensberger	<b>Agreement Number</b> UnityWolf26
<b>Grantee</b> Wellspring Community	<b>Agreement Performance Beginning Date</b> March 24, 2026
<b>Grantee Unique Entity ID:</b> N/A	<b>Agreement Performance Expiration Date</b> December 31, 2028
<b>Grant Maximum Amount:</b> \$2,500,000	<b>CFDA Number:</b> N/A
<b>Agreement Purpose</b> The purpose of this agreement is to provide safe, stable housing with ongoing, person-centered supportive services that foster independence, safety, and community inclusion for individuals with I/DD.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Scope of Work</li> <li>2. Exhibit B, Payment Terms</li> </ol> <p>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:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement.</li> <li>2. Exhibit A, Scope of Work</li> <li>3. Exhibit B, Payment Terms</li> <li>4. Executed Option Letters (if any).</li> </ol>	
<b>Principal Representatives:</b>	
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 (303) 814-4302 <a href="mailto:CRSgrants@douglas.co.us">CRSgrants@douglas.co.us</a>	<b>For Grantee:</b> Wellspring Community Attn: Nicole DeVries 826 Park Street, Suite #200 Castle Rock, CO 80109 (303) 660-1935 <a href="mailto:ndevries@wearewellspring.org">ndevries@wearewellspring.org</a>

## GRANT AGREEMENT

**Project Title:** Wellspring Community – Unity on Wolfensberger  
**Grant Period:** March 24, 2026 – March 29, 2029  
**Grant Award:** \$2,500,000

### PARTIES TO AGREEMENT:

**DOUGLAS COUNTY:** The Board of County Commissioners of the County of Douglas, State of Colorado (the “County”)  
**Address:** 100 Third Street  
Castle Rock, CO 80104  
**Telephone:** (303) 660-7401  
**Facsimile:** (303) 688-1293

**GRANTEE:** Wellspring Community (the “Grantee”)  
**Contact Name:** Attn: Nicole DeVries  
**Address:** 826 Park Street, Suite #200  
Castle Rock, CO 80109  
**Telephone:** (303) 660-1935  
**Email:** [ndevries@wearewellspring.org](mailto:ndevries@wearewellspring.org)

The County and the Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

A. A one-mill property tax dedicated to services for persons with intellectual or developmental disabilities (I/DD) was established in 2001. The County distributes 93% of the Developmental Disabilities Mill Levy (DDML) funds to support Developmental Pathways, the County’s Community-Centered Board (CCB) and Case Management Agency (CMA). An additional 5.5% is retained for a competitive grant program, and the remaining 1.5% covers Treasurer’s fees.

For the 2026-2028 period, the County will retain an additional \$2.5 million from DDML revenues to fund an I/DD Supportive Housing Grant Opportunity to support a new project of meaningful scale that expands housing options for individuals with I/DD in Douglas County. The purpose of this grant is to promote the development of new housing that combines safe, stable housing with ongoing, person-centered supportive services that foster independence, safety, and community inclusion for individuals with I/DD.

B. Grantee submitted a grant application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (the “Scope of Work”).

C. Grantee shall adhere to the reporting requirements outlined in the contract.

D. The County approved Grantee’s Grant on **March 24, 2026**, 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 and B.** 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 **\$2,500,000** (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 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.
- 4. Authorized Representative.** Jennifer D'Ambrosio, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Grantee under this Agreement.
- 5. 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 MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000)**. 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. Performance Management.** Grantee shall meet or exceed applicable Performance Measures as outlined in Exhibit A "Scope of Work". Douglas County may, at its discretion, require periodic progress reports from the Grantee describing the current status of the project. Notwithstanding, Grantee shall promptly notify Douglas County of any issues or concerns that may materially impact contract performance.
- 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.  
The Project must serve Douglas County residents with disabilities who meet the Colorado definition of developmental disabilities in §27-10.5-102, C.R.S., as amended.
- 8. Personal Data.** The Parties must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and

to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party’s business and operations;

Providing immediate written notification to the Douglas County Authorized Representative in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Douglas County Authorized Representative ([jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us) or 303-814-4302) as requested;

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

**9. Liability.** 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.

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

**11. 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. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Grantee and/or its designated agent(s). The Grantee acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Grantee or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Grantee shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**12. 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.

**13. Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. 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 Grantee, to audit the books and records of Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant Award. The County shall retain the authority to audit for two years after Project completion.

**14. Inspection.** Throughout the term of this Agreement, the County shall have the right to inspect the Project area to ascertain compliance with this Agreement.

**15. 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 Grant Award balance at the time of the effective date of the termination.

**16. Effect of Project Closeout or Termination.** Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout 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.

**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:

by the Grantee to:

Douglas County Department of Community  
Services

Jennifer D'Ambrosio  
100 Third Street  
Castle Rock, CO 80104  
(303) 814-4302  
Email: [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)

with a copy to:

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

and by the County to:

Wellspring Community  
Attn: Nicole DeVries  
826 Park Street, Suite #200  
Castle Rock, CO 80109  
Ph: (303) 660-1935  
E-mail: [ndevries@wearewellspring.org](mailto:ndevries@wearewellspring.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.

**18. Assignment.** Grantee may not assign its rights under this Agreement.

**19. 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.

**20. 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.

**21. Fax, Email 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 or email as if they were original signatures.

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

**23. 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.

**24. 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 County, and signed by the Parties to this Agreement.

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

**(The remainder of this page left blank)**

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2026.

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

\_\_\_\_\_  
**George P. Teal**  
**Chair, Board of County Commissioners**

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

\_\_\_\_\_  
**Hayley Hall**  
**Clerk to the Board**

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

**APPROVED AS TO CONTENT:**

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

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

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

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Christy Guthrie**  
**Director of Finance**

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

**GRANTEE:**

Wellspring Community

Name: (Signature) Nicole DeVries

Name: (Print) NICOLE DEVRIES

Title: EXECUTIVE DIRECTOR

Date: MARCH 12 2026

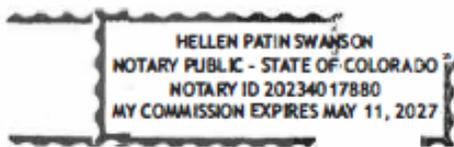
STATE OF COLORADO            )  
  )    ss.  
COUNTY OF Douglas        )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2026 by Nicole DeVries.

My commission expires: May 11, 2027

Witness my hand and official seal

Hellen Patin Swanson  
Notary Public



**EXHIBIT A**  
**DDML SUPPORTIVE HOUSING**  
**SCOPE OF WORK**

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**A. Project Purpose**

A grant of **\$2,500,000** is awarded to **Wellspring Community** to support the acquisition and development of the Unity on Wolfensberger property and provide residential supportive services to deliver measurable improvements in housing stability, independence, well-being, and community inclusion for adults with I/DD. Expected outcomes from this grant project include long-term housing stability, increased daily living skills, improved health and emotional well-being, meaningful social connections, and strengthened self-advocacy.

**B. Performance Measures and Reporting Requirements**

**1. Participant Growth Targets**

Grantee shall meet the following minimum annual participant levels:

Performance Measure	2026	2027	2028
Total Participants per Day	68	84	100
New Participants Added	24	60	45

**2. Residential Occupancy Targets**

Grantee shall achieve 75% occupancy in the residential community by December 31, 2026, and residential occupancy will increase 25% by December 31, 2027.

**3. Outcome Measures**

Grantee shall:

- a) Ensure at least 85% of residents maintain stable housing for 12 consecutive months during the contract period.
- b) At least 80% of residents will demonstrate progress toward one or more service goals during the contract year.

**C. Capital Project and Property Requirements**

For the Unity on Wolfensberger property acquisition, closing shall occur in April 2026 unless otherwise amended.

**EXHIBIT B**  
**DDML SUPPORTIVE HOUSING**  
**PAYMENT TERMS**

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**A. Grant Award**

The County shall provide Grantee with a total grant award of \$2,500,000, to be used as described in Exhibit A.

**B. Eligible Expenses**

Eligible expenses under this grant include property acquisition of the Unity on Wolfensberger building, capital acquisition to benefit the I/DD residents living in the building, and residential service program to directly support I/DD residents of Unity on Wolfensberger.

**C. Reimbursement of Eligible Costs**

All eligible expenses will be reimbursed by the County over a three-year period. Reimbursement in any given year shall not exceed the Annual Maximum set forth below.

<b>Calendar Year</b>	<b>Maximum Annual Amount</b>
2026	\$ 833,334
2027	\$ 833,333
2028	\$ 833,333
<b>Total</b>	<b>\$ 2,500,000</b>

Grantee must submit itemized invoices with supporting documentation for all expenditures to receive reimbursement. Reimbursements are subject to verification and compliance with the terms of this agreement.

**D. Grant Closeout**

**1. Carryforward of Unused Funds**

Unused funds from an annual maximum may be carried forward, upon prior written approval by the County, and added to the following year's Annual Maximum. Requests must be submitted no later than January 31 of each calendar year. Approval of any carryforward is at the County's discretion.

In no event shall the total reimbursement over the three-year contract term exceed \$2,500,000.

**2. Within 90 days following the Agreement Performance Expiration date, Grantee shall complete all grant closeout activities.** Closeout requirements shall include, but are not limited to:

- a) Submitted a final itemized invoice for all eligible expenses incurred during the grant period.
- b) Submit all required final program and financial reports
- c) Provide any additional documentation requested by the County to complete the closeout process.

**3. No reimbursement requests will be accepted after the ninety (90) day closeout period.**

Completion of closeout does not alter the County's authority to disallow costs and recover funds through later audit or review, consistent with the terms of this Agreement.