

## Contract Amendment Staff Report

**Date:** June 30, 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:** **Second Amendment to the Public Contract for Services between Douglas County, the Region 12 Opioid Council, and OMNI Institute in the amount of \$266,076.**

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**Board of County Commissioners' Business Meeting**

**July 14, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

The request is for approval of the Second Amendment to the Public Contract for Services with OMNI Institute for support of the Region 12 Opioid Council ("Council"). The amendment expands the scope of work, extends the term through May 31, 2027, and increases the maximum contract expenditure by \$159,970, for a total contract amount of \$266,076.

### **II. REQUEST**

Staff requests approval of the Second Amendment to the Public Contract for Services between Douglas County, the Region 12 Opioid Council, and OMNI Institute in the amount of \$266,076.

### **III. BACKGROUND**

Douglas County serves as the fiscal agent and provides administrative oversight on behalf of the Council. Douglas County, the Council, and OMNI Institute entered into a Public Contract for Services on June 6, 2025. A First Amendment to this contract was approved on March 24, 2026. At its meeting on June 26, 2026, the Council voted to adopt a second amendment to the contract.

### **IV. DISCUSSION**

The Second Amendment expands the scope of work with OMNI Institute to continue facilitation, backbone support, and evaluation services for the Council, extends the contract through May 31, 2027, and increases the maximum contract amount by \$159,970, for a total contract amount of \$266,076. These activities support the Council's administrative and coordination needs.

Under the Colorado Opioids Settlement Memorandum of Understanding (MOU), reasonable administrative costs for a Regional Council are allowable expenses, provided they do not exceed actual costs or 10 percent of the Region's allocation. The contract, including this amendment, remains well below the 10 percent cap.

**V. RECOMMENDED ACTION**

Staff recommends approval of the Second Amendment to the Public Contract for Services between Douglas County, the Region 12 Opioid Council and OMNI Institute in the amount of \$266,076 as it complies with all federal, state, and county approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Second Amendment to the Public Contract for Services.....	3

## SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “Second Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), the **REGION 12 OPIOID COUNCIL** (the “Council”), and **OMNI INSTITUTE**, authorized to do business in Colorado (the “Contractor”). The County, the Council, and the Contractor are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

### RECITALS

**WHEREAS**, the Parties entered into a Public Contract for Services on June 6, 2025, (the “Contract”) to provide certain organizational and oversight activities on behalf of the Council; and

**WHEREAS**, the Parties originally agreed to a Maximum Contract Expenditure for services in the amount of \$97,106.00 and Term of June 1, 2025, through May 31, 2026; and

**WHEREAS**, the Parties entered into a First Amendment to the Contract dated March 24, 2026, (the “First Amendment”) to increase funds to \$106,106.00 and update the scope of services exhibit; and

**WHEREAS**, the Parties desire to amend the Contract a second time by (i) increasing funds in the amount of one hundred fifty-nine thousand nine hundred seventy dollars and zero cents (\$159,970.00) for a new total amount of two hundred sixty-six thousand seventy-six dollars and zero cents (\$266,076.00), (ii) extend the term through May 31, 2027, and (iii) replace the scope of services exhibit; and

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **TWO HUNDRED SIXTY-SIX THOUSAND SEVENTY-SIX DOLLARS AND ZERO CENTS (\$266,076.00)**. The amount of funds appropriated for this Second Amendment is **ONE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$159,970.00)** for the Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided in Exhibit B to the Contract. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the 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.

2. Section 5 of the Contract is hereby amended to read:

**TERM:** It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on **JUNE 1, 2025**, and terminate at 11:59 p.m. on **MAY 31, 2027**. 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.

3. **Exhibit A-1** is replaced with **Exhibit A-2**.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Second Amendment.
5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

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

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
**Abraham Laydon**  
**Region 12 Opioid Council Chair**

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

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

**ATTEST:**

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

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

**APPROVED AS TO CONTENT:**

**APPROVED AS TO CONTENT:**

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

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

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

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

**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-2**

**SCOPE OF SERVICES**

**Douglas County Opioid Council**

**June 2026 - 2027**

<b>Work Area</b>	<b>Key Activities and Deliverables</b>	<b>Budget</b>
Facilitation of the Douglas County Opioid Council	<ul style="list-style-type: none"> <li>• Develop meeting agendas</li> <li>• Develop all slides and content for meetings</li> <li>• Facilitate monthly Council meetings</li> <li>• Attend up to 4 in person meetings annually</li> <li>• Record and distribute meeting minutes</li> <li>• Manage Council membership, including onboarding new members and handling ongoing engagement efforts</li> <li>• Hold monthly Leadership meetings with County/Council staff and Leadership</li> <li>• Provide subject matter expertise pertaining to opioid settlement best practices and overall behavioral health</li> </ul>	\$51,850
Backbone Support and Planning	<ul style="list-style-type: none"> <li>• Hold monthly Leadership meetings with County/Council staff and Leadership.</li> <li>• Prepare agendas and minutes for Leadership meetings</li> <li>• Support ad hoc meetings and planning with County support staff including Procurement, Finance, and Communications</li> <li>• Submit all COST funding requests to State/Colorado Opioid Abatement Council</li> <li>• Support completion of all expenditure reporting in collaboration with County Finance and submit to State</li> <li>• Manage ROAC roster updates to State</li> <li>• Support Council in development of up to 3 RFPs (or other funding mechanism as selected by the Council) annually.</li> <li>• Oversee ad hoc workgroups necessary to develop scopes of work or evaluate applications</li> <li>• Facilitate the selection process (executive sessions) in collaboration with Council Leadership</li> <li>• Support the County in the management of the Emergency Fund</li> <li>• Attend monthly Learning Forums and represent DCOC. Stay abreast of State rules, requirements, opportunities, etc. and bring back to Council</li> </ul>	\$27,840

<p>Evaluation of Douglas County Opioid Council Funded Efforts</p>	<ul style="list-style-type: none"> <li>• Data collection and reporting for existing 11 funded programs</li> <li>• Data collection and reporting for up to an additional 10 funded programs (26'-27')</li> <li>• Develop quarterly grantee data summaries and present to Council</li> <li>• Provide as needed TA to grantees to ensure strong evaluations</li> <li>• Establish internal infrastructure to effectively evaluate DCOC funded programs</li> <li>• Complete annual comprehensive evaluation report</li> <li>• Develop and distribute annual community survey to assess priority areas for funding.</li> </ul>	<p>\$80,280</p>
<p>Estimated Total</p>		<p>\$159,970.00</p>