

FUNDING AGREEMENT

Project Title: Douglas County Community Foundation –
Region 12 Opioid Abatement Emergency Relief Fund

Grant Period: September 9, 2025 to December 31, 2026

Grant Award: Not to exceed four hundred thousand dollars and zero cents
(\$400,000.00)

PARTIES TO AGREEMENT:

GRANTOR: The Douglas County Region 12 Opioid Council (the “Council”)

GRANTOR: 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) 660-7414

Email: attorney@douglas.co.us

GRANTEE: Douglas County Community Foundation (“DCCF”)

Address: 1479 South Pine Drive
Parker, CO 80134

Contact Name: Attn: Kirsten Swanson

Telephone: (720) 733-2656

Email: kirsten@dccf.org

The Grantors and the Grantee are hereinafter collectively referred to as the “Parties”.

RECITALS

A. The Grantee was established in 2006 to support nonprofits within Douglas County, Colorado. The Grantee is committed to managing philanthropic contributions responsibly, maintaining flexible emergency funds, inspiring generosity, and supporting local nonprofits that serve community needs.

B. The Grantee has recently adopted a new strategic vision, which includes the creation of the Region 12 Opioid Abatement Emergency Relief Fund (“Relief Fund”). It is anticipated that the Relief Fund will be held by the Grantee and used to support organizations that

are experiencing emergency financial hardship and serving individuals with opioid use disorder (OUD) or substance use disorder (SUD).

C. The Parties share a mutual goal of enhancing the quality of life in Douglas County and agree to partner on nonprofit grant funding efforts to strengthen local nonprofit organizations.

D. The Grantee has requested an award of up to four hundred thousand dollars and zero cents (\$400,000.00) (the “Award”) to fund the Relief Fund.

E. This Award must comply with the Colorado Opioids Settlement Memorandum of Understanding dated August 26, 2021, attached hereto and incorporated herein as Exhibit D. The Award and associated acknowledgements from the Grantee are detailed in Exhibit A.

F. The Council passed a motion to allocate the Award subject to the execution of this Funding Agreement (the “Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the Parties’ mutual covenants contained herein and for 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.** The Recitals set forth above and Exhibits A, B, C, and D are attached hereto and incorporated herein.

2. **Project.** Subject to the terms and conditions set forth in this Agreement, the Grantors hereby award to the Grantee a sum not to exceed the Award. The Award shall be used by the Grantee in substantial conformity with Exhibit A and in compliance with Exhibit D.

3. **Payment.** The Grantor shall disburse the funds for the Award subject to the terms described in Exhibit B. 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 **FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00)**. In no event shall the Grantors be liable for payment under this Agreement for any amount in excess thereof. The Grantors are 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.** The Grantee agrees to submit the report as described in Exhibit C.

5. **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.

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 Award. The County shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Award, 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 (2) years after the Award.

10. **Liability.** Should the County audit the Award, any item of expenditure by the Grantee using the Award 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 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
Attn: Christie Guthrie
100 Third Street
Castle Rock, CO 80104
Ph: (303) 663-6227
E-mail: cguthrie@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
1479 South Pine Drive
Parker, CO 80134
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.** The 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 the Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the County and the 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.

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EXHIBIT A
Project Purpose – Region 12 Opioid Abatement Emergency Relief Fund

1. Purpose and Use of Funds

The Grantors shall provide the Grantee with an award not to exceed Four Hundred Thousand Dollars (\$400,000.00) (“Award”) to establish and administer the Region 12 Opioid Abatement Emergency Relief Fund (“Relief Fund”).

The Relief Fund shall provide financial assistance to eligible nonprofit organizations that:

- Serve individuals in Douglas County with opioid use disorder (OUD), substance use disorders (SUD), or co-occurring mental health challenges.
- Are experiencing an urgent or short-term financial hardship that jeopardizes their ability to deliver services.

Individual grant awards shall not exceed One Hundred Thousand Dollars (\$100,000.00) per organization annually.

2. Grantmaking Process

DCCF shall manage a competitive grant application process for distributing Relief Funds. This process shall include:

- A public announcement of funding availability and clear eligibility criteria, aligned with the Colorado Opioid Settlement MOU.
- A standardized scoring rubric to ensure fair and objective evaluation.
- Establishment of a Designated Fund Review Committee, composed of:
 - Representatives of the Region 12 Opioid Council, and
 - Representatives of DCCF
- The Fund Review Committee shall:
 - Review and evaluate applications using the scoring rubric.
 - Develop funding recommendations based on the evaluation results.
 - Present final recommendations to the full Region 12 Opioid Council for approval.
- DCCF shall distribute funds only after Council approval of the recommended awards.

3. Fund Management and Oversight

- The full Award shall be deposited into a separate, designated bank account maintained solely for Relief Fund activities.
- The DCCF Board of Directors shall ensure that all funds are managed and disbursed in strict adherence to this Agreement and in line with the Relief Fund’s objectives.
- Funds shall be distributed only in accordance with the approved grant selection process outlined herein.

4. Compliance Obligations

The Grantee shall:

- Administer all funds in compliance with the Internal Revenue Code and all applicable IRS regulations.
- Adhere to DCCF's Articles of Incorporation and Bylaws (as currently stated or hereafter amended).
- Ensure transparency, fiscal accountability, and proper documentation for all Relief Fund expenditures.

EXHIBIT B
Method of Payment

1. Grant Disbursement

The full amount of the Award (\$400,000.00) will be disbursed to the Grantee in a one-time lump sum payment upon execution of this Agreement by all Parties.

2. Administrative Fee

The Grantee will deduct an administrative fee equal to 1.5% of the remaining Award balance at the beginning of each calendar quarter. This fee shall only cover the Grantee's administrative and fund management costs. This fee will continue to be deducted quarterly from the Award until the Award is fully expended.

EXHIBIT C

DCCF Reporting Requirements

Within thirty (30) days after the end of the Grant Period, DCCF shall provide a Final Impact Report to the Region 12 Opioid Council detailing the use of the Award.

1. Final Report to the Council

Within thirty (30) days after the end of the Grant Period, DCCF shall provide a Final Impact Report to the Region 12 Opioid Council detailing the use of the Award.

The Final Impact Report shall include:

- The total number of sub-grantee applications received.
- The amounts requested and awarded to each sub-grantee.
- A summary of the grantmaking process, including timelines and review procedures.
- An assessment of the impact of distributed funds, measured by:
 - Outcomes compared to pre-funding objectives.
 - An accounting of how funds were expended by each sub-grantee
 - Progress toward serving individuals affected by opioid use disorder (OUD), substance use disorder (SUD), or co-occurring mental health challenges.

2. Sub-Grantee Reporting Requirements

DCCF shall require each sub-grantee to submit a mid-year (six-month) progress report that includes:

- Status updates on project implementation.
- Financial reporting on fund usage to date.
- Progress towards stated objectives and any challenges encountered.

These mid-year reports will enable DCCF to monitor sub-grantee performance, identify needs for corrective action, and provide support where necessary.

3. Council Access to Sub-Grantee Reports

DCCF shall provide the Council with copies of all sub-grantee progress reports upon receipt, along with a summary highlighting key findings and any recommendations for follow-up or technical assistance.

EXHIBIT D

Copy of Colorado Opioids Settlement Memorandum of Understanding dated August 26, 2021.

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

DOUGLAS COUNTY COMMUNITY FOUNDATION, GRANTEE

Kirsten Swanson
Executive Director

Date: _____

1479 South Pine Drive
Parker, CO 80134

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

My commission expires:

Witness my hand and official seal

Notary Public

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

APPROVED AS TO CONTENT:

Abe Laydon, Chair
Board of County Commissioners

Date: _____

Douglas DeBord
County Manager

Date: _____

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie
Assistant Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM:

Arielle J. Denis
Assistant County Attorney

Date: _____

THE DOUGLAS COUNTY REGION 12 OPIOID COUNCIL

APPROVED AS TO CONTENT:

Abe Laydon,
Region 12 Opioid Council Chair

Date: _____