

Grant Agreement Staff Report

Date: July 9, 2025

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: **Grant agreement for older adult resource navigation between Douglas County and Aging Resources of Douglas County in the amount of \$305,978.**

Board of County Commissioners' Business Meeting

July 22, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

This request is for approval of the grant agreement between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of \$305,978 to expand and enhance ARDC's resource navigation and call center program. The period of performance is through June 30, 2026.

II. REQUEST

Staff recommends approval of the grant agreement between Douglas County and ARDC for older adult resource navigation and call center program in the amount of \$305,978.

III. BACKGROUND

In 2025, the Board of County Commissioners (BCC) budgeted \$1.5 million dollars in accrued interest earned on local American Rescue Plan Act funds to be used for a competitive grant program to support innovative and collaborative projects that assist Douglas County residents aged 60 and older. ARDC submitted a grant application proposing to print and mail 85,000 resource guides to older adults, purchase a new software and tracking system, and hire a full-time phone operator for the call center. The proposals were reviewed and recommended for funding by the Older Adult Initiative (OAI) Executive Committee. On May 19, 2025, the BCC approved the funding recommendations.

IV. DISCUSSION

One of the priorities identified by the Older Adult Initiative (OAI) is improving access to resources and information for older adults. ARDC currently produces an Older Adult Resource Guide and operates a call center that connects older adults with vital community services. The call center currently handles approximately 1,000 calls per month.

This project will expand those efforts by mailing a printed guide to every adult over age 60 in Douglas County, increasing awareness of available resources such as housing, social services, transportation, and in-home care. In anticipation of increased call volume, ARDC will invest in upgraded tracking software and hire a full-time phone operator to expand call center capacity.

These enhancements will ensure that older adults receive timely, effective assistance as they navigate available services. The project budget is as follows:

| Project | Total Amount |
|----------------------------|--------------|
| Resource guide | \$ 205,000 |
| Software tracking system | \$ 45,000 |
| Call center phone operator | \$ 55,978 |
| Total: | \$ 305,978 |

V. RECOMMENDED ACTION

Staff recommends approval of the grant agreement between Douglas County and ARDC for older adult resource navigation and call center program in the amount of \$305,978 as it complies with all federal, state, and County approval standards and policies.

| <u>ATTACHMENTS</u> | <u>PAGE</u> |
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Grant Agreement
OAI ARDC Resource Navigation

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| Project Title OAI ARDC Resource Navigation | Agreement Number OAIARDCRN | | |
| Grantee Aging Resources of Douglas County (ARDC) | Agreement Performance Beginning Date June 1, 2025 | | |
| Grantee Unique Entity ID: W86NEMNZS9K9 | Agreement Performance Expiration Date June 30, 2026 | | |
| Grant Maximum Amount: \$305,978.00 | CFDA Number: N/A | | |
| Agreement Purpose The purpose of this agreement is to expand and enhance ARDC's resource navigation and call center program for older adults by purchasing a more enhanced software and tracking system, printing and mailing approximately 85,000 resource guides to residents, and hiring a full-time call center phone operator. | | | |
| Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work and Budget. 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: 1. The provisions of the other sections of the main body of this Agreement. 2. Exhibit A, Statement of Work and Budget. 3. Executed Option Letters (if any). | | | |
| Principal Representatives: <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> For Douglas County: Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us </td><td style="vertical-align: top; width: 50%;"> For Grantee: Karie Erickson 104 Fourth Street Castle Rock, CO 80104 kerickson@douglas.co.us </td></tr> </table> | | For Douglas County: Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us | For Grantee: Karie Erickson 104 Fourth Street Castle Rock, CO 80104 kerickson@douglas.co.us |
| For Douglas County: Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us | For Grantee: Karie Erickson 104 Fourth Street Castle Rock, CO 80104 kerickson@douglas.co.us | | |

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: Aging Resources of Douglas County (ARDC)
Address: 104 Fourth Street
Castle Rock, CO 80104
Contact Name: Karie Erickson
Telephone: (303) 814-4300
Email: kerickson@douglas.co.us

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

RECITALS

- A. In 2025, the Douglas County Commissioners approved \$1.5 million dollars designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents aged 60 and older.
- B. The Grantee submitted a grant application to the County that contemplates the execution of the project entitled above and as described in **Exhibit A** (the “Scope of Work”). The Grantee agrees to complete the Project in accordance with the approved budget.
- C. The Grantee shall adhere to the reporting requirements outlined in **Exhibit A**.
- D. The County approved the Grantee’s Grant on **May 19, 2025**, 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 Exhibit A.** 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 the Grantee a sum not to exceed of **Three Hundred Five Thousand Nine Hundred Seventy-Eight Dollars and Zero Cents (\$305,978.00)** (the “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.

4. Authorized Representative. Jennifer D'Ambrosio, Community Programs Coordinator, (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 the Grantee is in compliance with this Agreement, the County shall disburse the funds for the Grant subject to the terms described in **Exhibit A**, under "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 **Three Hundred Five Thousand Nine Hundred Seventy-Eight Dollars and Zero Cents (\$305,978.00)**. 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.

6. Reporting Requirements. The Grantee agrees to report completely in accordance with the requirements outlined in **Exhibit A** and to provide the County with any additional or follow up information as may be requested by the County.

7. 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.

The Project must benefit Douglas County residents aged 60 and older or their caregivers.

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:

- a) 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;
- b) 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;

- c) 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 (crsgrants@douglas.co.us or 303-660-7460) as requested;
- d) 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
- e) 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. 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. 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
Ph: (303) 660-7460
Email: crsgrants@douglas.co.us

with a copy to:

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

and by the County to:

ARDC
Attn: Karie Erickson
104 Fourth Street

Castle Rock, CO 80104
Ph: 303-814-4300
Email: kerickson@douglas.co.us

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.

(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

Jennifer L. Eby
Director of Community Services

Date: _____

Date: _____

Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

Arielle Denis
Assistant County Attorney

Douglas J. DeBord
County Manager

Date: _____

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: Aging Resources of Douglas County

By (Signature)

Title

Address

City, State, Zip Code

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day
of _____, 2025, by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires: _____

Witness my hand and official seal

Notary Public

**EXHIBIT A
OLDER ADULT INITIATIVE
SCOPE OF WORK**

ARDC, Douglas County, Older Adult Initiative Agreement

Grant Year For the period June 1, 2025, through June 30, 2026
Title of Project OAI ARDC Resource Navigation
Project Description Expand and enhance ARDC's resource navigation and call center program for older adults by purchasing a more enhanced software and tracking system, printing and mailing approximately 85,000 resource guides to residents, and hiring a full-time call center phone operator.

A. Program Description

The Grantee shall perform all the necessary work provided under this Contract for eligible residents of Douglas County.

B. Project Description

This project accomplishes the goal of benefitting older adults aged 60 and older in Douglas County.

Total Project Budget

| Project | Total Amount |
|--------------------------------|----------------------|
| Software/tracking system | \$ 45,000.00 |
| Print and mail resource guides | \$ 205,000.00 |
| Call center phone operator | \$ 55,978.00 |
| Total | \$ 305,978.00 |

C. Service Descriptions and Payment Terms

1. Software tracking system for call center

Service Description: Purchase of software/tracking system for call center

Service Budget:

| | |
|--|--------------|
| Purchase of software/tracking system for call center | \$ 45,000.00 |
|--|--------------|

Payment Terms:

- a) Douglas County will provide ARDC a maximum of up to \$45,000 in Grant Award dollars to purchase software/tracking system for its call center. Douglas County will reimburse organization total purchase price, up to the maximum grant amount for defined service. The dollars will be provided on a reimbursement basis when a final Bill of Sale is provided to the County.
- b) Grantee is solely responsible for all costs this service project incurs above the amount Douglas County reimburses to Grantee. If the final, actual project cost for defined service is less than

the maximum allowable cost as referenced in Service Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

2. Print and mail approximately 85,000 resource guides

Service Description: Print and mail approximately 85,000 resource guides to Douglas County residents aged 60+.

Service Budget:

| Project | Total Amount |
|------------------------------|----------------------|
| Print 85,000 resource guides | \$ 35,000.00 |
| Mail 85,000 resource guides | \$ 170,000.00 |
| Total | \$ 205,000.00 |

Payment Terms:

- a) Douglas County will provide ARDC a maximum of up to \$205,000 in Grant Award dollars to print and mail 85,000 resource guides to adults aged 60 and over living in Douglas County. Grantee will submit detailed invoices and back-up documentation (quotes or receipts) for printing and mailing charges as costs are incurred. Expenses for printing and mailing resource guides will be paid upon receipt of detailed invoices.
- b) Grantee is solely responsible for all costs this service project incurs above the amount Douglas County reimburses to Grantee. If the final, actual project cost for defined service is less than the maximum allowable cost as referenced in Service Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

3. Full-time phone operator for call center

Service Description: Salary for full-time phone operator for call center

Service Budget: Salary for full-time phone operator for call center

| Project | Total Amount |
|-------------------------------------|---------------------|
| Salary for full-time phone operator | \$ 55,978.00 |

Payment Terms:

- a) Douglas County will provide ARDC a maximum of up to \$55,978 in Grant Award dollars towards the salary for a full-time phone operator for the call center. Douglas County will reimburse organization up to the maximum grant amount for defined service. The dollars will be provided on a reimbursement basis when upon receipt of monthly invoices for salary costs incurred
- b) Grantee will submit monthly detailed invoices for salary costs incurred. Expenses for salary costs incurred for full-time phone operator for call center will be paid upon receipt of detailed invoices.
- c) Grantee is solely responsible for all costs this service project incurs above the amount Douglas County reimburses to Grantee. If the final, actual project cost for defined service is less than the maximum allowable cost as referenced in Service Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

D. Reporting

Grantee is required to submit quarterly reports due 30 days after each quarter. The purpose of these reports is to describe the results of the Older Adult Initiative grant award and the impact for Douglas County residents aged 60 and older.