DOUGLAS COUNTY
COLORADO

Grant Agreement Staff Report

Date:	June 10, 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 transportation services between Douglas County and Castle Rock Senior Activity Center in the amount of $189,000.**

Board of County Commissioners' Business Meeting **June 24, 2025 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

This request is for approval of the grant agreement between Douglas County and Castle Rock Senior Activity Center (CRSAC) to provide transportation services for residents aged 60 and older in the amount of $189,000. This agreement will fund approximately 5,109 one-way trips. The period of performance is through June 30, 2026.

II. REQUEST

Staff recommends approval of the grant agreement between Douglas County and CRSAC for older adult transportation services in the amount of $189,000.

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. CRSAC submitted a grant application proposing to increase the number of trips it provides to older adults in Douglas County. The proposal was reviewed and recommended for funding by the Older Adult Initiative Executive Committee. On May 19, 2025, the BCC approved the funding recommendations.

IV. DISCUSSION

CRSAC has a strong history of partnering with the County to provide services that enable older adults to stay independent, live in their homes, and remain connected to their communities. This project will expand existing transportation services for older adults by adding an additional 5,109 trips.

All Douglas County adults, aged 60 and older, are eligible to receive door to door transportation services from this program. These services provide access to vital resources, recreation, medical care, and groceries, and contribute to a resident's overall quality of life.

V. RECOMMENDED ACTION

Staff recommends approval of the grant agreement between Douglas County and CRSAC for older adult transportation services in the amount of $189,000 as it complies with all federal, state, and County approval standards and policies.

ATTACHMENTS **PAGE**

Grant Agreement CRSAC OAI Trips 3

Grant Agreement
CRSAC OAI Trips

Project Title CRSAC OAI Trips	**Agreement Number** OAICRSACtrips
Grantee Castle Rock Senior Activity Center (CRSAC)	**Agreement Performance Beginning Date** June 1, 2025
Grantee Unique Entity ID: N3TLGNKFSLR1	**Agreement Performance Expiration Date** June 30, 2026
Grant Maximum Amount: $189,000.00	**CFDA Number:** N/A

Agreement Purpose
The purpose of this agreement is to expand assisted transportation services for older adults in Douglas County. This agreement provides 5,109 one-way trips for Douglas County residents aged 60 and older.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Release of Information
3. Exhibit C, Generic Confidentiality Agreement
4. Exhibit D, Data Security Procedures

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:

For Douglas County:
Jennifer D'Ambrosio
100 Third Street
Castle Rock, CO 80104
CRSgrants@douglas.co.us

For Grantee:
Debbi Haynie
2323 Woodlands Blvd.
Castle Rock, CO 80104
dhaynie@CRgov.com

PARTIES TO AGREEMENT:

DOUGLAS COUNTY:	The Board of County Commissioners of the County of Douglas, State of Colorado (the "Board")
Address:	100 Third Street Castle Rock, CO 80104
Telephone:	(303) 660-7401
Email:	attorney@douglas.co.us
GRANTEE:	Castle Rock Senior Activity Center (CRSAC)
Address:	2323 Woodlands Blvd. Castle Rock, CO 80104
Contact Name:	Debbi Haynie
Telephone:	303-688-9498
Email:	dhaynie@CRgov.com

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 Exhibits A, B, C, and D. 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 **One Hundred Eight Nine Thousand Dollars and Zero Cents ($189,000.00)** (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 (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 **One Hundred Eighty Nine Thousand Dollars and Zero Cents ($189,000.00)**. 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.

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 (crsgrants@douglas.co.us or 303-660-7460) 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.

In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit C** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit D** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect 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 (303) 660-7460 Email: crsgrants@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

and by the County to:

Debbi Haynie
2323 Woodlands Blvd.
Castle Rock, CO 80104
303-688-9498
dhaynie@CRgov.com

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.

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

_____
Abe Laydon
Chair, Board of County Commissioners

Date: _____

_____
Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO CONTENT:

_____
Jennifer L. Eby
Director of Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle Denis
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

Date: _____

APPROVED AS TO FISCAL CONTENT:

_____
Andrew Copland
Director of Finance

Date: _____

GRANTEE: Castle Rock Senior Activity Center

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day

of _____, _____ 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

CRSAC, Douglas County, Older Adult Initiative Agreement

Grant Year	For the period June 1, 2025 through June 30, 2026
Title of Project	CRSAC OAI Trips
Project Description	Provide 5,109 assisted transportation one-way trips for Douglas County residents aged 60 and older

A. Program Description

The grantee shall perform all the necessary work provided under this Contract for the benefit of 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**
Assisted transportation one-way trips	$189,000.00
Total	$189,000.00

C. Service Descriptions and Payment Terms

Service: Provide 5,109 assisted transportation one-way trips for older adults in Douglas County

Service Description: Provide 5,109 assisted transportation trips to connect older adults to community resources, recreation, medical care and groceries

Service Definition: Provide 5,109 assisted transportation trips for older adults in Douglas County. 1 one-way trip = 1 unit

Service Budget: Trips

Trips	5,109 units	$37 per unit	$189,000.00

Payment Terms: Expenses for trips will be reimbursed by the County for 100 percent of all eligible costs, up to contract amount. Invoiced expenditures with all required documentation must be submitted to the County no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Grantee must use the approved forms and submit all required documentation as specified.

Grantee shall submit any additional data or other information requested by the County to support the Grantee's reimbursement request and shall submit any additional data or information that may be requested by the County.

Upon the County's review and approval of the Grantee's reimbursement request, the County will distribute to the Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. The County may withhold payment if the Grantee is not current in its reporting requirements. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Grantee noncompliance with this Agreement.

1. Project costs must not exceed the maximum allowable cost as referenced in Project Budget.

2. Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Grantee and match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost as referenced in Project Budget above, the County is not obligated to provide any more of the eligible, actual operational costs.

D. Reporting

1. Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5th) day of each month. If the 5th day falls on a weekend or holiday, the monthly report will be due on the prior business day.

2. The County and Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit B** to this Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Grantee to share the client's information with the County and any other grantees specified in the ROI form.

3. 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.

E. Special Conditions

1. Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the Contract.

2. Grantee shall ensure that prior to delivery of services, records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records, shall be conducted for all employees, volunteers, and agents of Grantee providing chore, homemaker, transportation services. Grantee shall ensure that appropriate follow-up of the background check is completed according to the most updated version of the State Unit on Aging (SUA) Policy and Procedure Manual section 401.15, (https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view) and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said

section. Grantee shall comply with the requirements outlined in most updated version of the SUA Policy and Procedure Manual Subsection 401.16 (https://drive.google.com/file/d/1TRWDTD6_QSGqoZGtOe1OPCim1-gAG2dm/view) in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

3. Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers.

5. Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements.

6. Grantee may be subject to an on-site evaluation by Douglas County and shall upon such notice, cooperate fully with requirement for the on-site evaluation, as instructed by Douglas County.

7. The Grantee agrees to retain all records pertinent to this Agreement for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved.